

The Solicitors' Journal.

LONDON, JUNE 2, 1883.

CURRENT TOPICS.

WE ARE INFORMED that the rumour that the Rule Committee of Judges would not hold any further meetings for the present is incorrect, and that it is intended to hold a meeting of the committee on Wednesday next, June 6.

IT IS UNDERSTOOD that, in connection with the new rules now before the Rule Committee of Judges, the whole subject of the Judicature fees at present collected by means of stamps is under the consideration of the authorities.

WE BELIEVE that the attention of the Treasury has been directed to the loss of fees resulting from the new arrangements as to orders of course which came into operation on the 22nd ult., and it is probable that arrangements will be made for imposing fees in the place of those which have been abandoned.

THE LONG EXPECTED Order in Council with reference to the transfer of the London Sittings to the Royal Courts of Justice, has at length appeared. It is directed that "from and after the date of these presents all issues or inquiries in cases at *Nisi Prius* which would otherwise be tried and executed within the County of the City of London shall, for ever hereafter, be tried and executed at the Royal Courts of Justice." One effect of the order will be that (under section 20 of the Courts of Justice Building Act, 1865), for the purpose of giving jurisdiction to the sheriffs of London in relation to such trials and inquiries, and for the summoning of jurors, and for all purposes of, or incidental to, any such trials or inquiries, the Royal Courts of Justice will "be deemed to be situate in the County of the City of London." The result will be that the London special juries, about the value of which in trying certain classes of cases so much was said in December last, will be retained. Most people will think that it would have been a great deal better for City suitors if the change had been made six months ago.

THE GRAND COMMITTEE on the Bankruptcy Bill resumed their sittings after the Whitsuntide recess on Friday last week with the consideration of the amendment to insert parochial rates for twelve months as preferential claims in clause 36. Mr. CHAMBERLAIN stated that when the question of distress for rent came up the Government would be prepared to accept an amendment restoring the existing law. After some discussion, the amendment as to rates standing in the name of Lord ALGERNON PERCY, giving preference to rates due at, and having become due and payable within twelve months next before, the date of the receiving order, was adopted. Mr. CHAMBERLAIN then moved an amendment to give the like priority to Imperial taxes for twelve months, which was also agreed to. Several amendments upon the question of wages, and upon other parts of clause 36, were also proposed, but only one by Mr. CHAMBERLAIN, providing for the application of any surplus in a bankrupt's estate "in payment of interest from the date of the receiving order at the rate of four per cent. per annum on all debts proved in the bankruptcy," was adopted. Clause 37, giving a preferential claim in case of apprenticeship; clause 38, providing for the relation back of the title of the trustee; clause 39, containing a description of the bankrupt's property divisible amongst creditors; clause 40, restricting the rights of execution creditors; and clause 41, defining the duties of sheriffs as to goods taken in execution, were also passed with some amendments, principally of a verbal nature. In clause 38

words were inserted, at the instance of Mr. DIXON-HARTLAND, making the clause applicable whether the bankruptcy "takes place upon the debtor's own petition, or upon that of a creditor"; and in sub-clause iii. of clause 39, as to goods in the order and disposition of a bankrupt, an important limitation was inserted on the motion of Mr. ARTHUR COHEN, Q.C. The sub-clause will now read, "All goods being, at the commencement of the bankruptcy, in the possession, order, or disposition of the bankrupt, in his trade or business, by the consent and permission of the true owner, under such circumstances that he is the reputed owner thereof"; with an exception as to things in action other than trade-book debts, as at present.

ON MONDAY LAST clauses 42 to 52 were disposed of. In clause 42, relating to voluntary settlements, a number of amendments were proposed, and words were added requiring, in cases of settlements made within ten years of bankruptcy, that the debtor's interest in the settled property should pass to the settlement trustees on the execution thereof, in order to prevent the settlement from being void under the bankruptcy. The SOLICITOR-GENERAL promised to consider the point as to requiring such settlements to be registered, and also as to excepting settlements of policies from the operation of the clause, and the clause was then agreed to. Mr. M'LAGAN moved to insert in clause 43, relating to the avoidance of fraudulent preferences, the saving clause in the present Act as to purchasers, payees, or incumbrancers in good faith and for valuable consideration, but the proposal was defeated by a large majority. Mr. A. O'CONNOR was more successful with his amendment to omit sub-clause 2 as to payment to a petitioning creditor, his amendment being accepted by Mr. CHAMBERLAIN, and adopted by the Committee. Clause 44, relating to the protection of *bond fide* transactions without notice of an act of bankruptcy, was passed without discussion, as were also clauses 45—49, containing provisions as to possession of a bankrupt's property by the trustee; seizure of the property of a bankrupt; sequestration of ecclesiastical benefice; appropriation of portion of pay or salary to creditors; and the vesting and transfer of property. Two important amendments, moved by Mr. GREGORY, were adopted in clause 50, relating to the disclaimer of onerous property by a trustee. To sub-clause 4, disentitling a trustee to disclaim more than twenty-eight days after being called upon to elect whether he would do so or not, the following words were added: "and in the case of a contract, if the trustee, after such application as aforesaid, does not within the said period or extended period disclaim the contract, he shall be deemed to have adopted it"; and to sub-clause 8, empowering the court to make a vesting order with respect to disclaimed property, the following proviso was added:—

"Provided always, that where the property disclaimed is of a leasehold nature, the court shall not make a vesting order in favour of any person claiming under the bankruptcy, whether as under-lessee or as mortgagee by demise, except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed, and any mortgagee or under-lessee declining to accept a vesting order upon such terms shall be excluded from all interest in and security upon the property; and if there shall be no person claiming under the bankrupt who is willing to accept an order upon such terms, the court shall have power to vest the bankrupt's estate and interest in the property in any person liable either personally or in a representative character, and either alone or jointly with the bankrupt, to perform the lessee's covenants in such lease, freed and discharged from all estates, incumbrances, and interests created therein by the bankrupt."

Clauses 51 and 52 were also passed with some slight alterations, and the Committee then adjourned.

THE SINGULAR CASE of *Taylor, Appellant, v. Smelten, Respondent*, reported in the last number of the *Weekly Notes*, is

worthy of note. The appellant sold tea at 2s. 6d. a packet, each packet containing a coupon entitling the purchaser to a prize, as the appellant (a "cheap jack") publicly stated before the sale; but the purchasers did not know until after the sale what prizes they would take. "The tea was good, and worth the money paid for it." The justices convicted the appellant of keeping a lottery, and imposed a penalty of £1, but stated a case. The court (FIELD and HAWKINS, JJ.) held that the transaction constituted a lottery within 42 Geo. 3, c. 119, s. 2, but sent the case back for re-statement, as it did not appear whether the conviction was legal, or whether 46 Geo. 3, c. 148, s. 59, applied to it. We rather think that the appellant must ultimately succeed. By 42 Geo. 3, c. 119, s. 2, "no person shall publicly or privately keep any office or place to exercise, keep open, show, or expose to be played, drawn, or thrown at or in, either by dice, lots, cards, balls, or by numbers or figures, or by any other way, contrivance, or device whatsoever, any game or lottery called a little go, or any lottery whatsoever not authorized by Parliament, upon pain of forfeiting for every such offence the sum of five hundred pounds, to be recovered in the Court of Exchequer at the suit of his Majesty's Attorney-General, . . . and every person so offending shall be deemed a rogue and a vagabond within the meaning of" 17 Geo. 2, c. 5. By 46 Geo. 3, c. 148, s. 59 (which is the only section of 46 Geo. 3, c. 148, which remains unrepealed), it is provided that no information shall be laid under any of the Lottery Acts except in the name of the Attorney-General, and that any information commenced in the name of any other person shall be stayed. The information not having been brought in the name of the Attorney-General, it seems impossible to support it. But the further question arises, whether the vendor kept a lottery within the meaning of the Act. We doubt whether he did, and upon this ground—that the lotteries against which that Act was aimed (although no doubt the terms of the Act are very comprehensive and would include most modes of gambling) were only such lotteries as would have come into competition with the State lotteries which were common at that period, of which a particular issue was created by the Act itself, and which were not given up until about the year 1824, the latest Act creating one being 4 Geo. 4, c. 60. These lotteries were protected by the penal legislation of the period. And we cannot think that the "cheap jack's" device for passing off what, after all, was fair marketable tea would have come into competition with such lotteries.

UNDER SECTION 83, sub-section 4, of the Bankruptcy Act, 1869, the creditors of a bankrupt can remove the trustee from his office when once appointed by a *special* resolution only. By clause 78 of the Bankruptcy Bill this power is proposed to be given to them by an *ordinary* resolution. The same proposal was contained in the Bill of 1881 (clause 24). We commented upon that proposal in the last volume of the SOLICITORS' JOURNAL (p. 151) and then took occasion to remark that we thought it very undesirable to give this power to a bare majority in value of creditors at a meeting, as it would give rise to a capricious exercise of the power in many cases, thus rendering the appointment when made a very uncertain one. It is, therefore, with pleasure that we observe that notices of amendment to substitute "special" for "ordinary" in the clause have been given by no less than four members of the committee—viz., Mr. GREGORY, Mr. DIXON-HARTLAND, Mr. S. MORLEY, and Mr. A. O'CONNOR, so that the proposal of the Government will not in any event pass unchallenged. Another amendment to the clause of which Mr. DIXON-HARTLAND has given notice is, we think, of some importance as a point of practice. Sub-clause 1 is as follows:—

"The creditors may, by ordinary resolution, at a meeting specially called for that purpose, of which seven days' notice has been given, remove a trustee appointed by them."

In the Bill of 1881, sub-clause 1 of clause 24 was in the same terms, with the following additional words:—

"and appoint another person to fill his place, and thereupon the same proceedings shall be taken and the same consequences shall ensue as in the case of a first appointment."

The words of sub-section 4 of section 83 of the present Act upon the same subject also provide for the appointment of another trustee. They are:—

"The creditors may, by special resolution at a meeting specially called for that purpose, of which seven days' notice has been given, remove the trustee and appoint another person to fill his office."

It will be seen that both by the present Act and in the Bill of 1881, the power to appoint another trustee was intended to be exercised at the *same* meeting as the one at which the removal of the existing trustee is effected. Sub-clause 1 of clause 70 of the present Bill provides for the filling up of a vacancy in the office of a trustee in the following terms:—

"If a vacancy occurs in the office of a trustee, the creditors in general meeting may appoint a person to fill the vacancy, and thereupon the same proceedings shall be taken as in the case of a first appointment."

A serious doubt arises whether, under the words of this sub-clause, the creditors could, at the same meeting at which they remove a trustee, appoint another in his place, or whether another meeting would not have to be summoned *when the vacancy occurs*—i.e., when the trustee has been removed. If this be the true construction of the clause, then it is plain that a very unnecessary further expense will be occasioned by the holding of two meetings instead of one as at present. To meet this objection Mr. DIXON-HARTLAND has given notice of an amendment to add to sub-clause 1 of clause 78 the following words:—

"And may at the same, or any subsequent meeting, appoint another person to fill the vacancy as hereinafter provided in case of a vacancy in the office of trustee."

PREPARATIONS are being made at the Royal Courts of Justice for the placing of the clock and bells in the East tower.

EFFECT OF ALTERNATIVE RATES ON THE REASONABLENESS OF A CONDITION UNDER THE RAILWAY AND CANAL TRAFFIC ACTS.

THE case of *Brown v. Manchester, Sheffield, and Lincolnshire Railway Company* (31 W. R. 491, L. R. 10 Q. B. D. 250) raised a point of considerable importance under the Railway and Canal Traffic Act, 1854. That Act, as our readers are aware, in effect provides that no condition made by the company with regard to the carriage of goods can avail to limit or modify their liability for loss or injury to the goods occasioned by the neglect or default of the company, or its servants, unless such condition is adjudged to be reasonable. In various cases discussions have arisen as to the effect of the existence of an alternative rate upon the reasonableness of such conditions.

In the case we are discussing, the defendants, a railway company, were in the habit of carrying consignments of fish from fish merchants at Grimsby to London for Billingsgate Market. They carried at a rate one-fifth lower than the ordinary rates of carriage if the sender would sign a "risk-note" undertaking to relieve the company from all liability for loss or damage by delay in transit, or from whatever other cause arising. The plaintiff had signed the risk-note, and delivered fish to the defendants to be carried at the lower rate. On the occasion in question, there being delay in the delivery of the fish, the plaintiff lost his market, and suffered damage in consequence. The defendants knew when they received the fish that there would be this delay, there being an extraordinary pressure of traffic, but they gave no notice thereof to the plaintiff. It was held in the Queen's Bench Division (31 W. R. 19, L. R. 9 Q. B. D. 230) that, as the plaintiff might have sent the fish at the higher rate without any limitation of the defendants' liability as common carriers, the condition in the risk-note was reasonable. This decision was reversed in the Court of Appeal by Baggallay, Brett, and Lindley, L.JJ. The judgments in the Court of Appeal, however, do not seem to us to establish conclusively the principle by which these cases must in future be governed; and, though the judges in the result agreed as to the particular case, there is some difference of opinion among them as to the proper general formula to be applied to such cases. The condition in the risk-note was alleged to be unreasonable, because it exempted the company from all liability, even for damage arising from the default or negligence of their servants, however gross. It was not disputed that such a condition would be un-

reasonable apart from the question of alternative rates. It was contended, however, that, when an option was given of carriage at a higher or a lower rate, a condition, which would in the absence of such option be unreasonable, might become reasonable. The Court of Appeal held that, in order that this doctrine should apply, there must be a real option, and, when there was practically no option, the condition must be considered in the same way as if there had been no alternative rate. They proceeded to hold that in the case before them there was practically no option but to send at the lower rate under the terms of the risk-note; that the fish merchant, who stood out against the condition and sent at the higher rate, could not compete with rival fish merchants who, taking advantage of the lower rate, could undersell him, and, therefore, that he practically had no option, and that the existence of the alternative rate, under these circumstances, was immaterial. Baggallay and Brett, L.J., however, went further, and expressed an opinion that, even if there had been an option, a contract such as that contained in the risk-note would be unreasonable, because it exempted the company from all liability for damage, however caused.

It seems to us that the general effect of these judgments is to leave the subject in a very unsettled state, and that, although they arrived at a solution of the particular case without precisely determining the question upon which the above-mentioned opinion was expressed, that solution will probably form the starting point of fresh difficulty and discussion. The judgments imply, and it appears hardly possible to deny, that there are cases where an option is given by alternative rates, as in the case of persons sending goods casually and not in any regular course of trade, such as private persons sending horses, carriages, furniture, and such like from place to place. Now we cannot help thinking that, when the distinction started by the Court of Appeal comes to be worked out in practice, there will be considerable difficulty in drawing the line between cases where there is a real option and where there is not. Take the facts in the case we are discussing. The Court of Appeal seems to have inferred, somewhat arbitrarily as it appears to us, from the bare facts we have above stated, that the exigencies of trade gave the plaintiff no option of having his fish carried at the higher rate; but there does not from the report appear to have been any finding of fact to this effect by the county court judge who originally heard the case, and we cannot but think it a course of doubtful expediency to draw from such meagre facts an inference so essential to the principle of the decision on a question of fact which does not seem to have been discussed before the county court judge or the court below. We are very sure that the question whether there was practically an option in a given case—or, in other words, what amounts to such option—will play a great part in future litigation on this subject, and it seems desirable, considering the importance of such a decision as a precedent, that it should have been based on more definite facts and data.

We admit the cogency of the considerations that were probably present to the minds of the judges in the Court of Appeal. The alternative rates offered by a company may for business purposes often be a mere formality which they do not suppose anyone will accept, and which no one can dream of accepting, and so the company may evade the statute. But, on the other hand, great difficulties present themselves with regard to the application of the distinction now suggested. These difficulties are, to our mind, strongly exemplified by the facts of the case we are discussing. How, and in what sense, can it be said that in such a case there is no option? It cannot be so said according to the strict use of language. But it is said there is "practically" no option or no "real" option. But what does this mean? There may or may not be circumstances more or less strongly inducing to the selection of one of two alternatives, but that does not necessarily destroy the option. For instance, the amount of profit upon fish consigned to Billingsgate may, and does, no doubt, depend to some extent on the rate of carriage. If one merchant pays a higher rate for the carriage than another, then, *ceteris paribus*, the profits of the one will be less than those of the other, but we cannot see that this *per se* involves the non-existence of an option. It seems to us that the only case in which it can be predicated that there is practically no option is where the lower rate of carriage is absolutely essential to the carrying on of the trade—that is to say, when the circumstances of the case are such that the higher of the two alternative rates make it impossible or not worth while to carry on the busi-

ness. The judgment of Lindley, L.J., and, indeed, that of all the judges, seems to be based on the assumption that the necessary consequences of accepting the higher rate would be that the plaintiff's rivals would undersell him and his trade would be destroyed, but the idea that this must necessarily follow involves, as it seems to us, an economical fallacy. It may, under certain circumstances, follow, but this must surely depend on a variety of elements, such as the demand and supply, amount of competition, and so forth, connected with the particular trade; and this shows what a difficult question will be raised in many cases by the doctrine now enunciated by the Court of Appeal. Various places at various distances send similar goods to the same market. The cost of carriage may vary considerably, but it surely cannot follow that of necessity the place from which the expense of transit is higher cannot compete with the place from which it is lower, except in the sense that the profits will not be so great. We cannot see that on the evidence before them, so far as it appears from the report, the Court of Appeal were entitled to infer that the plaintiff could only send at the lower rate. To say that the mere diminution of profit *per se* necessarily prevents the existence of an option hardly seems justifiable, for this seems to amount to saying that there never can be an option in the case of alternative rates, for in every case a man saves money by accepting the lower rate. But it is admitted by the judgment that, in some cases, there may be a real option.

We cannot but feel some doubt as to the expediency and soundness of the distinction now started by the Court of Appeal. It seems to us that the real question which must be decided before the law on the subject can be considered satisfactorily settled, is that to which Brett, L.J., applied himself in a great part of his judgment—viz., whether the existence of an alternative rate makes any and every condition reasonable. We are prepared to admit that the existence of an alternative rate cannot make a contract reasonable which otherwise would be unreasonable, except in the sense that nothing can be called unreasonable which persons voluntarily and deliberately agree to. The idea that lies at the bottom of the alternative rate doctrine, as we understand it, is that, as the party has the option of having the goods carried on the terms of the common law liability, if he chooses voluntarily to accept any other terms, such terms cannot be called unreasonable as against him. We do not say that Brett, L.J., may not turn out ultimately to be right, for the question is one of much difficulty, but we hardly think, looking to the terms of his judgment, that he seems to fully appreciate the strength of the contention on the other side. This contention gains increased force, in our opinion, from the history of the law on this subject. As we understand it, the mischief aimed at by the statute was that the companies, having a monopoly, refused to carry except on unreasonable terms. The effect of the old carriers' notice was that the carrier thereby advertised the world that he would not carry, as a common carrier, so far as the liability of a common carrier conflicted with the terms of his notice. No man was bound to carry as a common carrier unless he held himself out as such, and as the carrier had no monopoly there was no pretence for restricting his freedom of contract. The scope of the statute was to say to railway companies that, having a monopoly, they should not repudiate the ordinary liability of a carrier, except so far as they might do so by any condition that might be adjudged reasonable. In other words, the Act prevents them from compelling persons to come under unreasonable conditions. But the argument is that, where they do not repudiate the liability of a common carrier at all, but for a certain rate authorized by the Legislature are willing to carry as such, there can be nothing unreasonable in any contract entered into with them voluntarily to carry on other terms. This seems to us to be the gist of the argument in favour of the conclusion that the alternative rate makes any contract reasonable, which conclusion Lord Bramwell (whose predilections for freedom of contract are well known) so powerfully upholds in *Lewis v. Great Western Railway Company* (26 W. R. 255, L. R. 3 Q. B. D. 195); and with all respect to the Master of the Rolls he hardly seems to us to do justice to what we may call the historical aspect of the subject in his judgments either in *Lewis v. Great Western Railway Company*, where he opposed Lord Bramwell's view, or in *Brown v. Manchester, Sheffield, and Lincolnshire Railway Company*. The subject is one of considerable interest and importance, and we have no doubt that it will occasion further controversy.

There was another point raised, the decision upon which rather puzzles us; it was held that the condition, so far as it concerned the liability of the company in respect of damage by loss of market, was void, because the same condition was unreasonable and void so far as it concerned loss of or injury to the goods. The 7th section of the Railway and Canal Traffic Act hardly seems to import that; it only says that the company shall be liable for loss of or injury to goods, "notwithstanding any notice, condition, or declaration made or given by them to the contrary thereof, every such notice, &c., being hereby declared to be null and void," and then follows the proviso in favour of a reasonable condition. It seems to us to be a strong construction to say, as the decision does, that a condition is null and void with regard to delay which causes no injury to the goods themselves—there being no prohibition in the statute with regard to conditions as to such damage—because such condition is void so far as loss and injury to the goods are concerned.

NATIONALITY.

A CASE of *De Geer v. Stone* (31 W. R. 241, L. R. 22 Ch. D. 243), recently decided by Mr. Justice Kay, may be regarded as settling a point of law which was previously not altogether clear. The testator in the case was born in Holland and purchased real estate in England, where he died in 1840, having acquired an English domicile. The question arose whether he was a British subject, and, consequently, before the Naturalization Act, 1870, capable of holding and transmitting land in this country, or whether, as an alien, his land would go to the Crown. It appeared that his great grandfather was a natural-born subject of Great Britain, who settled in Holland about 1691, as colonel of a British regiment dispatched to that country by William III. He married a Dutch lady, and of this marriage there was issue one son, the testator's grandfather, who lived and died in Holland, as did also the testator's father.

The first enactment on the subject of the *status* of the offspring of British subjects born abroad is that in the Parliament Roll, 17 Edw. 3, p. 139; but its effect was to leave the matter doubtful. The Act of 25 Edw. 3, stat. 1, however, lays down that all "children inheritors which from henceforth shall be born without the ligeance of the King of England, whose fathers and mothers at the time of their birth shall be at the faith and ligeance of the King, shall have and enjoy the same benefits and advantages as other inheritors in time to come; so always that the mothers of such children do pass the sea by the licence and will of their husband." Two remarks occur upon this statute. First, it would appear to apply not generally, but to children inheritors, and to give to them the rights of inheritance; secondly, it might be thought to apply only to cases where both father and mother are English subjects. In *Bacon's case* (Cro. Car. 601), however, it was decided that the *status* of the husband determines that of the wife, for she, though an alien, is "*sub potestate viri* and *quasi* under the allegiance of our King." As to the first point, the Act of 7 Anne, c. 5, made the law of general effect; it enacts that "the children of all natural-born subjects born out of the ligeance of her Majesty, her heirs and successors, shall be deemed, adjudged, and taken to be natural-born subjects of this kingdom to all intents, constructions, and purposes whatsoever." Subsequently, 4 Geo. 2, c. 21, was passed, which professes to be explanatory of the Act of Anne, and says (section 1) that "all children born out of the ligeance of the Crown of England, or of Great Britain, or which shall hereafter be born out of such ligeance, whose fathers were, or shall be, natural-born subjects of the Crown of England, or Great Britain, at the time of the birth of such children respectively," shall "be natural-born subjects of the Crown of Great Britain to all intents, constructions, and purposes whatsoever." The concluding words of this section would certainly seem strong enough to give foreign-born British subjects, who are thus naturalized, the right and power of transmitting their citizenship to their descendants. This, however, was not the case, and 13 Geo. 3, c. 21, was passed in 1778, declaring the children of fathers who were "intituled to all the rights and privileges of natural-born subjects of the Crown of England, or of Great Britain," under 4 Geo. 2, c. 21, "to be natural-born subjects of the Crown of Great Britain to all intents, constructions, and purposes whatsoever, as if he and they had

been and were born in this kingdom." The concluding words of this section again might be thought to give the power of transmitting nationality to further descendants. That this is not so was decided in the case before us by Mr. Justice Kay. He held that the testator was not a British subject, and that, therefore, having died before the date of the Naturalization Act, he could not inherit or transmit real estate in this country, and that his real estate must go to the Crown.

It was argued on behalf of the claimants that, if not by statute, at any rate by the common law, the descendants of British-born subjects resident abroad are treated as British subjects for ever, and that the statutes above alluded to were declaratory, and not substantive enactments. In support of this view the *Athlone Peerage case* was cited, in which undoubtedly the great grandson of Robert de Ginkell, who was ennobled by William III. as Earl of Athlone, and whose ancestors, since the first earl, had been born and had resided abroad, was held entitled to succeed to the peerage. The grounds of the decision in this case are, however, very obscure, and it has always been treated as of doubtful authority. Further than this case, there does not seem to have been any legal authority for the notion of the indefinite transmissibility of the British character, which was, however, advanced as a doctrine of common law. Possibly the notion, as far as it has prevailed, is grounded on the fact that, in some foreign countries—including France—national *status* does thus continue, and is a survival of the doctrine of allegiance as held in feudal times. By this decision of Mr. Justice Kay it is, however, now definitely laid down that British national character is not transmissible beyond a grandchild whose parents were born abroad.

If either of the statutes, 4 Geo. 2, c. 21, and 13 Geo. 3, c. 21, had stood by itself, the words, "to all intents, constructions, and purposes whatsoever," might reasonably seem to include the transmission of national character to descendants; but the fact that it was considered necessary to pass the statute of George III. to make the children of those naturalized by the Act of George II. British subjects, shows that this was not the case with the earlier statute, and leads to the inference that the same restricted meaning must be given to the later statute. Under these circumstances, Mr. Justice Kay probably took a sound view of the law in deciding that the testator in *De Geer v. Stone* was not a British subject.

CASES OF THE WEEK.

PRACTICE—APPEAL—INACCURATE NOTICE—VALIDITY—SIGNATURE OF SOLICITORS—APPLICATION TO EXTEND TIME—COSTS—ORD. 58, r. 15.—In a case of *Kettlewell v. Watson*, before the Court of Appeal on the 30th ult., a question arose as to the validity of a notice of appeal which was admittedly inaccurate. The notice was given just before the expiration of the year limited for appealing. The appellant was just about to change his country solicitors, but no order to make the change on the record had been made. The same London solicitors acted as agents both for the appellant's solicitors on the record and for the solicitors who were about to be substituted. The notice of appeal was signed by the London agents, who in signing it described themselves as agents for the intended new solicitors, instead of as agents for the old solicitors, who were still the solicitors on the record. The error was afterwards discovered, and the time for appealing having meanwhile expired, the appellant gave notice of motion in the Court of Appeal, asking that the time for appealing might be extended. An order to change the solicitors had meanwhile been made. The appeal had been set down. The court (BAGGALLAY, COTTON, and BOWEN, L.JJ.) held that the notice, though inaccurate, was a sufficient notice, and that the appeal had been properly set down. The present application, though the applicant was well advised in making it, was therefore unnecessary, and the applicant must pay the costs of it.—SOLICITORS, Paterson, Snow, & Bloxam; Layton, Jaques, & Co.

RAILWAY COMPANY—SUFFICIENCY OF NOTICE OF MEETING—REMUNERATION OF DIRECTORS—COMPANIES CLAUSES ACT, 1845, ss. 67, 91.—In a case of *Hutton v. The West Cork Railway Company*, before the Court of Appeal on the 29th ult., a question arose as to the sufficiency of a notice of a meeting of a railway company, at which it was attempted to exercise the power given by section 91 of the Companies Act, 1845, to determine the remuneration of directors. The action was brought by a debenture stockholder of the West Cork Railway Company to restrain the application of money voted at a meeting of the company in payment of directors' remuneration for past services out of the proceeds of the sale of the company's undertaking. No director of the company had ever received any remuneration. In 1879 an Act was passed enabling the Cork and Brandon Railway Company to purchase the undertaking of the West Cork Company. The Act provided that the purchase-money should be ascertained

by arbitration, and that it should be applied by the West Cork Company, first, in paying certain costs; secondly, "in paying off any revenue debts or charges of the West Cork Company, so far as the same may not already have been paid out of revenue;" and, thirdly, in distributing the balance among the debenture stockholders and shareholders. After the completion of the transfer and the payment of the purchase-money, the West Cork Company was to be dissolved, "except for the purpose of regulating their internal affairs and winding up the same, and of applying the said purchase-money in accordance with the provisions of this Act." The arbitrator fixed the purchase-money at a sum of £142,000, which was paid, and the undertaking was transferred. He also fixed the proportions in which the ultimate balance was to be distributed among the persons interested. Notice was given of a general meeting to be held "for the purpose of receiving the directors' report and statement of accounts, and for the transaction of general business," but in the notice was contained no statement that it was intended to propose a vote for the remuneration of the directors. The notice was duly advertised, and a printed copy of the report and balance-sheet was posted to the address of each proprietor of shares and stock. A copy of the advertised notice was printed on the outside of the report. In the body of the report it was stated that the directors proposed "to take over the sum of £4,000, out of which they will provide for the law costs up to the present time and any further establishment expenses, retaining the balance for compensating the company's officials in London and Cork, and their own remuneration." The general meeting was held, and it was then resolved to set apart £4,000 for revenue expenses and charges, and to distribute the balance. The company voted to the directors as remuneration the balance of the £4,000 after satisfying other revenue charges. Fry, J., held, *ante*, p. 348 that as no special notice was given as to the vote for directors' remuneration, the vote was not properly made, but he was of opinion that if a vote was properly made at a proper general meeting, there was nothing to prevent the company from making the payments to officials and directors. The remuneration was a revenue charge, and the matter was one in which the majority at a general meeting could bind the minority. He therefore granted an injunction until a proper meeting had been called, and a vote properly made. This judgment was delivered in March. A regular meeting was held in April, and a vote duly made. The plaintiff appealed. The Court of Appeal (BAGGALLAY, COTTON, and BOWEN, L.J.J.) allowed the appeal, though BAGGALLAY, L.J., dissented from the view taken by the other members of the court. COTTON, L.J., said that the injunction had been granted because there had been no meeting at which the resolution could be passed according to the powers of the company; but the learned judge had intimated an opinion adverse to the appellant, that if a meeting was properly called there would be power to vote the remuneration. The appeal was, therefore, for an extended injunction. Dealing first with the compensation to the officials, it was to be observed that they had been paid while in the company's service, and that they had no claim against the company for being discharged. The compensation was, therefore, simply a gratuity. The compensation to the directors was on a different footing. They had never received any remuneration, and none had been fixed at any general meeting. It was said that it was within the powers of a business company to give gratuities to its servants. That was so when the company was carrying on business for the purpose of making a profit. Here the company did continue to have powers incident to winding up, but not such as were implied in the cases referred to. It had been decided that an insurance company might pay losses which were not strictly those insured against, and that a company might give gratuities to servants in a very prosperous year, because those payments were really for the good of the companies. This principle was not applicable when the company existed only for the purpose of winding up. In a trading company there was power to do what was ordinarily and reasonably done in such a business with a view to getting better work from its servants, or of attracting custom. The principle assumed that the company was a going concern. Here the company was gone as a company carrying on business for the purpose of making a profit, and sums paid to officials could not be looked on as an inducement to them to be more zealous, or given with a view to increase the profits in the future. The payment must be taken as a gratuity for past services. As to the payment to directors, even if it could properly be made, there was an objection to the way in which it was given. As they were to have what remained after certain charges were provided for, the amount was uncertain, and it might be much more than the sum at which the directors' services had been estimated. But that point need not be considered at present; nor need it be considered whether, as a general rule, a general meeting could give remuneration to directors for past years during which they had acted apparently without intending to receive any remuneration. There had been no suggestion here that the directors should be remunerated, and the section of the Act which provided for the payment of "revenue debts and charges" undoubtedly meant to provide for charges already constituted, which would properly come against revenue. A general meeting might, however, vote the directors a fair remuneration for their services in the winding up. If it could be shown here that the sum voted to the directors for past services was for services rendered after the transfer, the vote could not have been attacked. But the evidence showed that it was a sum which was thought might, with reasonable generosity, be paid to them, considering that they had never received anything. Such a payment was beyond the powers given by the Act of 1879 and the Companies Clauses Act, and would be *ultra vires*. An injunction must be granted restraining the company from applying any part of the £4,000, in accordance with the resolution, otherwise than for costs and expenses. This would be without prejudice to a general meeting voting remuneration to the directors for services rendered in the winding up. BOWEN, L.J., delivered judgment to

the same effect. BAGGALLAY, L.J., agreed with Fry, J. He thought the winding up was part of the "internal affairs" of the company, and was as much a part of its business as the carrying on of its affairs. The resolution had been carried by a decided majority, and properly passed at a meeting properly held. He even doubted whether the payment was not within the powers of the directors, without the shareholders.—SOLICITORS, Robinson & Cameron; Norton, Rose, & Co.

PRINCIPAL AND AGENT—FAILURE OF FOREIGN COMMISSION AGENT TO CONSIGN GOODS OF THE KIND ORDERED—MEASURE OF DAMAGES.—In the case of *Cassaboglou v. Gibb, Livingston, & Co.*, in the Court of Appeal, No. 1, on the 28th inst., the court had to consider what is the measure of damages when a commission agent abroad has supplied his principal with goods of an inferior description to those ordered. The plaintiff, a merchant in London, inquired by telegram of the defendants, who are commission merchants at Hong Kong, at what price they could buy a certain kind of opium. The defendants replied, and the plaintiff ordered them to buy certain cases of the opium described. The defendants purchased for the plaintiff what they believed, though erroneously as it turned out, to be the opium ordered. The invoices were forwarded to the plaintiff, who accepted and paid drafts drawn upon him by the defendants for the price of the opium. The opium turned out to be of inferior quality, and the plaintiff rejected it, and, as he had already sold in advance a portion of the opium, he had to make an allowance to the purchasers. The remainder was sold at a lower price than that paid for it by the plaintiff. It was admitted that the kind of opium in question could not have been purchased at Hong Kong. The plaintiff claimed, in an action against the defendants, the difference between the value of the goods of the description sold and of those actually sent, thus treating the relation between himself and the defendants as that of vendor and vendee. The defendants paid £300 into court. Manisty and Williams, J.J., held that the plaintiff was only entitled to recover his actual loss (L. R. 9 Q. B. D. 220, 30 W. R. Dig. 64). The plaintiff appealed. The court (BRETT, M.R., and LINDLEY and FRY, L.J.J.) dismissed the appeal. BRETT, M.R., said for the breach of duty as agent the plaintiff would only be entitled to receive the actual damage incurred by reason of the breach, and that would be in this case the loss sustained by the plaintiff having entered into the forward contracts and having incurred certain smaller expenses, but that loss would be covered by payment into court. The measure of damages as between vendor and vendee only applies to non-delivery of goods. The passage relied on by the plaintiff in *Blackburn on Sales*, p. 214, did not say that so long as the contract remained executory as to the delivery of goods, the agent could be sued as a vendor. Though a foreign agent had a right of stoppage *in transitu*, that was only when he had bought the goods he was bound to buy. But that had not been done in the case in question. LINDLEY, L.J., was of the same opinion. FRY, L.J., said that it is clear that numerous cases exist where there is a right of stoppage *in transitu*, but no contract of sale. That was a right which the courts have applied when they have considered it just and equitable that it should be applied. It was said if the agent was not a vendor the property would not pass to the principal in England. But, in his lordship's opinion, the property passed in such a case by virtue of the relation of principal and agent. If an agent purchases in his own name goods ordered by the principal, and appropriates them, the agent cannot say the goods were not purchased by him in his character as agent.—SOLICITORS, Paines, Layton, & Pollock; Flux & Leadbitter.

PRACTICE—MORTGAGE—FORECLOSURE ACTION—ORDER FOR SALE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 25.—In the case of *The Manchester and Salford Bank v. Scowcroft*, before Chitty, J., on the 24th ult., the question arose whether under the Conveyancing and Law of Property Act, 1881, s. 25, the defendant in a foreclosure action who, before decree, had applied for an order for sale of the mortgaged property, was entitled to have the conduct of the sale. It appeared that the defendant had obtained an order in chambers for the sale of the property, subject to a reserved price sufficient to cover the principal, interest, and costs, and had also paid into court a sum to meet costs of sale. The security was stated to be ample. The plaintiffs objected to the order, principally on the ground that, notwithstanding the new enactment, the plaintiffs in any action had *prima facie* a right of conduct of an order for sale. For the practice of the court before the Conveyancing Act of 1881, counsel referred to the case of *Hewitt v. Manson* (7 W. R. 5) in which Kindersley, V.C., in a foreclosure action by a second mortgagee, held that the plaintiff was entitled under 15 & 16 VICT. c. 86, s. 48, to apply for an order for sale, but the court in the exercise of its discretion, on the ground of justice and convenience, gave the conduct to the first mortgagee. It was also objected that the 25th section of the Act of 1881, sub-sections 1 and 2, did not empower the court to make an order where the action was one for foreclosure, as by the 3rd sub-section such an order was expressly confined to redemption actions only, which showed that mortgagees in no case were to be deprived of their right to the conduct of the sale. CHITTY, J., said that the construction contended for by the plaintiffs was a narrow one. The court had, beyond a doubt, under the Act, power to make the order. Section 25, sub-section 1, said that any person entitled to redeem might have an order for sale, and sub-section 2 said that the court might make the order on such terms as it thought fit. His lordship, moreover, quite agreed with the remarks of Fry, J., in *Woolley v. Colman* (30 W. R. 769, L. R. 21 Ch. D. 169), as to the advisability of intrusting the sale to the parties interested in obtaining the largest price for the property, rather than to those who were only interested in obtaining what was sufficient to cover their security. The plaintiffs here had nothing to complain of, and the motion must be dismissed, with costs, against the plaintiffs in

any event.—SOLICITORS, *Gregory, Rowcliffes, & Co.*, for *Fullagar, Hulton, & Co.*, Bolton; *Hamlin, Grammer, & Hamlin*, for *J. W. Mather*, Bolton.

LANDLORD AND TENANT—DISTRESS FOR RENT—SPECIAL POWER MORE EXTENSIVE THAN COMMON LAW RIGHT—COMPANY—WINDING UP—LEAVE TO DISTRAIN.—In a case of *In re The River Swale Brick and Tile Company*, before Pearson, J., on the 24th ult., the question arose whether the common law right of a landlord to distress for rent in arrear was superseded by a special power of distress contained in the lease under which the tenant held the property. The company were tenants of some land containing brick-earth under a lease dated the 28th of February, 1882, for a term of twenty-one years, at a rent and royalties which were made payable half-yearly on the 6th of January and the 6th of July in each year. And there was a proviso that, if any part of the rent and royalties reserved should be in arrear for twenty-one days, it should be lawful for the lessor to enter and distress for the rent and royalties in arrear, a right being given to distress on various things to which a landlord's ordinary common law right of distress would not extend. On the 13th of January, 1883, the lessor distrained for rent due on the 6th of July, 1882, and on the 19th of January, 1883, he distrained again for the rent which had accrued due on the 6th of January, 1883. On the 2nd of February, 1883, a petition was presented to wind up the company, and in the winding up subsequently ordered the lessor applied for leave to proceed with his distresses. It was objected on behalf of the liquidator that there was no right to distress until the rent had been in arrear for twenty-one days, and that the special rights given by the power contained in the lease were inconsistent with the existence of the ordinary common law right of distress. *PEARSON, J.*, held, on the authority of *Giles v. Spencer* (3 C. B. N. S. 244), that (there being in the lease no negative words forbidding the lessor to distress before the expiration of the twenty-one days), notwithstanding the special power in the lease, the ordinary common law right to distress for rent in arrear remained, though the lessor could not, under a distress levied before the expiration of the twenty-one days, avail himself of any articles other than those to which the ordinary common law right extended.—SOLICITORS, *J. Myers; Morten & Cutler*.

PRACTICE—TRIAL OF ISSUES BY OFFICIAL REFEREE—MOTION FOR A NEW TRIAL—JUDICATURE ACT, 1873, ss. 57, 58—RULES OF COURT, ORD. 36, r. 34; ORD. 39, r. 1A; ORD. 53, rr. 2, 3.—In the case of *Dyke v. Cannell*, which came before a divisional court, consisting of *Watkin Williams, Cave, and A. L. Smith, JJ.*, on the 24th ult., the question arose as to the proper mode of moving for a new trial, where the issues of fact in the action had been ordered to be tried by an official referee under section 57 of the Judicature Act, 1873. The order of reference was made on December 2, 1882. The report of the official referee was filed on April 13, 1883, finding the issues in favour of the plaintiff. The plaintiff gave notice of motion for judgment upon the report, and the defendant, on May 4, gave notice of motion to set aside the findings and the report, and to remit the issues for re-trial, on the ground that the findings were against the weight of evidence, and on certain other grounds. It was objected on the part of the plaintiff, on the authority of *Sullivan v. Rivington* (28 W. R. 372), that the motion ought to have been by rule nisi for a new trial under ord. 39, r. 1A, and not by notice of motion, and that such motion ought to have been made within four days after the date of the filing of the report, and that, therefore, his motion was not in proper form, and was out of time. The court, however, overruled the objection, and held that ord. 39, r. 1A, did not apply to issues tried before an official referee, but that by ord. 36, r. 34, and ord. 53, rr. 2, 3, the proper mode of moving to set aside the report of an official referee and to remit the matter for re-trial was by notice of motion, and that there was no time limited by the Judicature Act or Rules within which this motion must be made.—SOLICITORS, *Maynell & Pemberton; Stones, Morris, & Stone*.

SOLICITORS' CASES.

COURT OF APPEAL (No. 1).

(Before *BRETT, M.R.*, and *LINDLEY and FRY, L.JJ.*)

May 23, 24.—*In re Freston*.*

Solicitor—Privilege—Attachment for contempt.

This was an application by way of appeal from the judgment of *Grove and Stephen, JJ.*, refusing to discharge *W. A. Freston*, solicitor, who had been arrested, by virtue of a writ of attachment, for contempt in not having complied with certain orders of the court (see report, 30 W. R. 581). It appeared that in March, 1882, the applicant was ordered by a master to deliver to Messrs. *Brownlow & Howe* certain documents and a sum of £10, which had been entrusted to him as solicitor, and to pay the costs of the order. The order was affirmed by *North, J.* The terms of the order were not complied with, and an order for attachment was made by *Denman, J.*, in April, 1882, but, as the appellant then delivered up the documents, his lordship indorsed the summons to the effect that the order should not be drawn up if the £10 and the costs of the orders and proceedings were paid within a week. The applicant paid the £10 but not the costs, and, in April, 1882, a writ of attachment was issued, in pursuance of which the applicant was arrested in April, 1883, when returning direct to his office from Bow-street, where he had been professionally engaged in defending some prisoners charged with treason-felony. The applicant applied to be discharged on the ground that his arrest was a

violation of his privilege as a professional advocate, and that, at the time of his arrest, he had complied with the substantive part of the order and could not be arrested for non-payment of costs. The application having been refused, the applicant now appealed.

Bowen Rowlands, Q.C., and *Wyatt Hart*, in support of the application.

A. T. Lawrence, contra.

Cock, for the Sheriff of Middlesex.

Their lordships reserved judgment till the following morning, when they dismissed the appeal.

BRETT, M.R., said he was of opinion that privilege from arrest would apply in the case of an inquiry before a police magistrate. From arrest upon a criminal charge there is, by the law of England, no privilege, but it is otherwise where the attachment is a process for enforcing judgment in a mere civil dispute between parties. In such circumstances, members of Parliament, barristers, solicitors, and witnesses returning from the place where they have been exercising their duties, are privileged from arrest. There are attachments for contempt, which are different in kind, and, therefore, have different incidents, the difference depending on the kind of contempt. The privilege would apply where the attachment was issued for disobedience to a decree or judgment in a mere civil dispute, but not where it was issued for the purpose of maintaining the discipline of the court, or enforcing the law against that which is in the nature of an offence against the law. That distinction was shown by the judgment of *Lord Redesdale* in *McWilliam's case* (1 Sch. & Lef. 169), and of *Lord Brougham* in *Wellesley's case* (2 R. & M. 639). With regard to solicitors, the courts have always exercised a peculiar jurisdiction over them in consequence of the trust necessarily reposed in them by the law. In respect of that trust they have peculiar privileges, and, therefore, corresponding duties, a breach of which is in the nature of an offence. Sub-section 4 of the 4th section of the Debtors Act, 1869 (32 & 33 Vict. c. 62), recognized and acted upon that state of the law. That view was borne out by the language of *Jessel, M.R.*, in *Morris v. Ingram* (28 W. R. 434, L. R. 13 Ch. D. 339). In his lordship's opinion, the attachment in question was ordered in respect of a contempt which was in the nature of an offence, and no privilege could be claimed in respect of that order, which was made for the purpose of curing that offence.

LINDLEY and FRY, L.JJ., gave judgment to the same effect.

Solicitors, *W. A. Freston* (in person); *Brownlow & Howe; W. Maynard*.

May 28.—*Cooper v. Prichard*.*

Solicitor and client—Liability of solicitor for fraud of partner—Effect of discharge under liquidation—Bankruptcy Act, 1869 (32 & 33 Vict. c. 71), s. 49.

This was an action to recover from a solicitor a sum of money which had been entrusted to his partner, who had misappropriated it. It appeared that the defendant was a salaried partner in a firm which carried on the business of solicitors and scriveners, under the style of *Chapman, Turner, & Prichard*, the two latter gentlemen being, in fact, the only partners. The business was carried on by two separate branches, with separate banking accounts. The defendant attended solely to the City branch, and his partner, *Mr. John Turner*, attended to the branch at *Lincoln's-inn*. In October, 1879, the plaintiff employed *Mr. Turner* for the sale of some land to the Metropolitan Board of Works, and authorized him to receive the purchase-money—a sum of £2,700—and to invest it on mortgage. *Mr. Turner* received the money, and paid it into the banking account of the *Lincoln's-inn* branch of the business, but did not invest it. *Mr. Turner* subsequently absconded, and the firm went into liquidation, at the close of which the defendant received his discharge. The plaintiff then sued him for the sum so entrusted to his partner, contending that the action was maintainable, notwithstanding the discharge under the liquidation, on the ground that the debt had been incurred by breach of trust, and therefore was within the exception contained in section 49 of the Bankruptcy Act of 1869. It was urged on behalf of the defendant that a proof could not have been tendered against his separate estate, and that a separate action could not therefore be brought against him; also that the debt was due from the firm, and that a partner could not be personally liable, except in the case of personal fraud. The case was tried before *Pollock, B.*, who gave judgment for the plaintiff, though he remarked that no blame could be imputed to the defendant. From the decision the defendant now appealed.

H. Davey, Q.C., *Grantham, Q.C.*, and *J. W. Lawrence*, for the appellant.

A. Wills, Q.C., and *Dundas Gardiner*, for the respondent, were not called upon to argue.

BRETT, M.R., said it was part of the business of the firm, as scriveners, to receive and invest the moneys of clients. If *Turner* had invested the money received by him, it would have been an investment by the partnership, as he was acting as partner within the scope of the business. For the fraud committed by his partner in a transaction which that partner might legally perform in a manner binding on the partnership, the defendant was liable before the bankruptcy. The liability of the defendant after receiving his discharge depended on the words of section 49 of the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71). In his lordship's opinion, the meaning of that section was that the bankrupt was not to be discharged from any debt or liability binding on him, which had been incurred by any fraud or breach of trust. The case of the defendant came within those words, and he was therefore liable.

LINDLEY and FRY, L.JJ., were of the same opinion, and thought it was impossible to cut down the words of the section so as to limit it to a fraud or breach of trust committed personally by the bankrupt.

Appeal dismissed.

Solicitors, *Hindson, Miller, & Vernon; Smith, Fawdon, & Low*.

* Reported by *C. A. FERRIS, Esq.*, Barrister-at-Law.

THE SETTLED LAND ACT.

We are enabled this week, through the courtesy of the solicitors engaged in the case, to give a full report of the judgment of Pearson, J., on the 23rd ult., in the case of *In re The Duke of Newcastle's Settled Estates*, of the effect of which we gave a short note last week (*ante*, p. 498). We should state that the person entitled, but for his infancy, to the possession of the estates, was, not a tenant for life, but a tenant in tail, but for the purposes of the question before the court he stood, by virtue of section 58 of the Act, in the same position as if he had been a tenant for life. Of the five questions stated for the opinion of the court the first, second, and fifth were disposed of during the argument; the judgment which we now give deals with the third and fourth, which related to persons who were to exercise the powers of sale and leasing, and the consent which was requisite.

As to the first question, the application of the proceeds of the sale of timber, it did not appear clear whether the infant was or was not impeachable for waste in respect of timber, and Pearson, J., held that if he was not impeachable for waste, the application of the money would be regulated by the provisions of the settlement; while, if he was impeachable for waste, the application of the money would be regulated by section 35 of the Act. As to the second question, which related to the application of the rents of the settled property during the minority of the infant, Pearson, J., held that the case was governed by the power of management contained in the settlement, which empowered the trustees, during the minority of every person who would, if of full age, be entitled to possession, to enter into possession or receipt of the rents, and to manage the property, and apply the moneys received by them in the manner therein pointed out. As to the fifth question, the application of the rents arising under a mining lease, it appearing that the infant was not impeachable for waste in respect of mines, Pearson, J., held that the application of the rent was regulated by the settlement, and that the provisions of section 11 of the Act did not apply. With regard to the third and fourth questions Pearson, J., gave judgment as follows:—

It is necessary for me to give my opinion upon this Act with the greatest possible clearness. The Act is a new one which I have to interpret for the first time; it has only just come into operation, and no one could feel more than I do the great difficulty of interpreting it correctly, and avoiding mistakes which may affect titles hereafter. I have endeavoured, however, to understand the Act as well as I can, and I have come to the conclusion that the purport and object of it is to grant to a tenant for life very large powers for his own benefit, and I desire to construe the Act in that spirit. In the present case the tenant for life, so to say, is a tenant in tail, and he is an infant. There are, in the settlement, large powers of leasing and of sale, and they are the only powers which I have to deal with on the present occasion. The powers of leasing are substantially the same as the powers given by the Act. It is not wished to grant a lease contrary to, or in extension of, the provisions of the settlement, and it is not necessary, therefore, to refer to the powers of the Act in order to enable the lease which it is desired to grant to be granted. The lease could be granted under the powers of the settlement if this Act had never passed. The difficulty is, upon referring to the Act, to know exactly who are the persons who ought now to grant the lease, and what, if any, consent is necessary to the exercise of the power. The power to grant a lease is, by the settlement, given to the guardian or guardians for the time being of any person under the age of twenty-one years. If, therefore, the Act had not passed, the guardian or guardians for the time being of the present duke would be the persons entitled to grant the lease. The question is whether there is anything in the Act which prevents them from granting a lease, and renders it necessary that the lease should be granted by other persons—that is to say, by the trustees of the settlement under the Act.

Now the only two sections which really have any very important bearing upon this question are the 56th and the 60th. The 60th section says, "Where a tenant for life, or a person having the powers of a tenant for life under this Act, is an infant, or an infant would, if he were of full age, be a tenant for life, or have the powers of a tenant for life, under this Act, the powers of a tenant for life under this Act may be exercised on his behalf by the trustees of the settlement, and, if there are none, then by such person and in such manner as the court, on the application of a testamentary or other guardian or next friend of the infant, either generally or in a particular instance, orders." If, therefore, this lease were to be granted under the provisions of the Act, entirely independently of the provisions of the settlement, the trustees of the settlement would be the proper persons to grant the lease. But, as I have already stated, it was proposed to grant the lease under the powers of the settlement, assuming that those powers still exist. Do they or do they not exist, and have the persons who have the power under the settlement still the authority given to them by the settlement to grant the lease? Now the first clause of section 58 seems to me very plain. It is this: "Nothing in this Act shall take away, abridge, or prejudicially affect any power for the time being subsisting under a settlement, or by statute or otherwise, exercisable by a tenant for life, or by trustees with his consent, or on his request, or by his direction, or otherwise; and the powers given by this Act are cumulative."

I read that (I say again with diffidence) to mean this: that it is not intended to take away from the trustees named in any settlement powers given to them by that settlement, and that, if all parties are contented to exercise those powers, those powers may still be exercised; but, if the powers in the settlement are more restricted than the powers in the Act, the provisions of the Act, or the powers given by the Act, are cumulative; that is, that the powers in the Act, so far as they give larger

authority than is given by the settlement, may be exercised in the manner prescribed by the Act. That, as it seems to me, makes that clause intelligible, and makes both parts of it perfectly harmonious. The 2nd sub-section, I confess, raises some difficulty. I do not think there is much difficulty with regard to the first part of it. Sub-section 2 says, "But in case of conflict between the provisions of a settlement and the provisions of this Act, relative to any matter in respect whereof the tenant for life exercises, or contracts, or intends to exercise any power under this Act, the provisions of this Act shall prevail; and, accordingly, notwithstanding anything in the settlement, the consent of the tenant for life shall, by virtue of this Act, be necessary to the exercise by the trustees of the settlement or other person of any power conferred by the settlement exercisable for any purpose provided for in this Act."

The first part, as I read it, means that, in any case where the tenant for life is desirous of exercising the powers given to him under the settlement, or given to him under the Act, if the powers under the settlement are less beneficial to him, are less extensive than the power given to him by the Act, he is entitled to exercise the power under the Act, notwithstanding any restrictions contained in the settlement. But then the latter part of that sub-section goes, as it seems to me, away altogether from the case of a tenant for life who is exercising the power, and it deals with the case where trustees are exercising the power, and it seems to me that it is meant to be an illustration of what is meant to be the whole spirit and scope of the Act (which is, as I have already said, to give larger powers to the tenant for life than he had before), and it prescribes this, that in all cases, notwithstanding anything in the settlement, the consent of the tenant for life shall, by virtue of the Act, be necessary to the exercise by the trustees of the settlement of any power conferred by the settlement exercisable for any purpose provided for in the Act. I read sub-section 2, therefore, as meaning that, amongst other things which are cumulative, the consent of the tenant for life must now be added to the exercise of any power of leasing or sale by the trustees of the settlement, although that consent is not required by the settlement. I come, therefore, to the conclusion that the trustees of the settlement cannot henceforth exercise the power of sale or the power of leasing vested in them by the settlement absolutely at their own discretion, as by the terms of the settlement, without the consent of the tenant for life.

Now, as in this case the tenant for life is an infant, the first question is, Can an infant give that consent? The second question is, If he cannot give that consent, is there any person, or are there any persons, who can give the consent for him? Now I cannot help thinking that in the construction of this Act I ought to give its terms the widest construction I can give to them, consistently with the meaning of the English language, so as to render all the clauses of the Act operative. Now, under section 60, I find that when a tenant for life is an infant, the powers of a tenant for life under the Act may be exercised on his behalf by the trustees of the settlement. This, which you may call a fetter upon the exercise of the discretion by the trustees, is also, as it seems to me, a power given to the tenant for life to consent, or withhold his consent, to the exercise of the discretion vested in the trustees. I think, therefore, that under the 60th section the trustees of the settlement can consent on behalf of the tenant for life, and it enables the trustees to exercise the powers under the settlement with that consent. I am confirmed in that view by the 33rd section, which is an exceedingly beneficial one. It enacts that "where under a settlement money is in the hands of trustees, and is liable to be laid out in the purchase of land to be made subject to the settlement, then, in addition to such powers of dealing therewith as the trustees have independently of this Act, they may, at the option of the tenant for life, invest or apply the same as capital money arising under this Act."

Either there is some person who can exercise that option, or the power is not capable of being exercised during the minority of the tenant for life. I think it is impossible to hold that it was the intention of the Act that such a beneficial power as that might be exercised where there was an adult tenant for life, but that it could not be exercised during the minority of a tenant for life. I am again obliged to fall back upon the 60th section, and I read that section as giving the trustees of the settlement, who are enabled to exercise the powers of an infant tenant for life under the Act, a power to exercise this option on behalf of the infant tenant for life. I think that in either case it was intended that where there was an infant tenant for life, the trustees of the settlement should be able to do whatever the infant was authorized to do under the Act, and in so deciding I think that I harmonize the sections of the Act, at all events sufficiently to make it reasonable and intelligible. I come, therefore, to the conclusion that the power of leasing contained in this settlement may still be exercised by the guardians, but with the consent of the trustees of the settlement.

The same observations, of course, apply to the power of sale, which, in this case, is vested in the trustees named in the settlement, and is to be exercised by them in the case of infancy with the consent of the testamentary guardians. It was said in argument, and not unfairly, that, inasmuch as the testamentary guardians must consent under the settlement, to make the trustees of the settlement also consent would be to give two protections to the infant. I agree that that is so. All I can say is that the Act has provided that the powers are not to be exercised from the settlement, that the powers of the trustees are not to be abridged or restricted. I hold, therefore, that the power of sale still remains to be exercised in the way in which it is directed to be exercised by the settlement itself, but with this additional provision, that the trustees of the settlement must now, under the 60th section, consent to its exercise.

Lord Adam, the senior judge of the Outer House of the Scottish Court of Session, is stated to be dangerously ill.

SOCIETIES.

HERTS LAW SOCIETY.

The first annual meeting of the members of this society was held at the Law Institution on Monday, May 21, the following members being present:—Messrs. T. J. Swonder, H. Baker, A. Hawks, W. Gee, W. O. Times, W. Grover, A. W. Vaisey, H. H. Wells, W. P. Slater, F. Shillitoe, H. Day, J. L. Foster, J. Hunt, C. V. Thorneycroft, G. F. Foxwell, W. M. Armstrong, C. E. Longmore, P. W. Dumville, W. O. Boyes, C. E. Phillips, A. H. Debenham, C. Gayton, and E. B. Lindsell.

The following officers were appointed for the ensuing year:—Mr. T. J. Swonder, of Hertford, president; Mr. H. M. Turner, of Watford, vice-president. Managing committee:—Messrs. A. Hawks, of Hertford; H. Baker, of Bishop's Stortford; W. Grover, of Hemel Hempstead; W. O. Times, of Hitchin; and P. W. Dumville, of St. Albans; and Mr. C. E. Longmore, of Hertford, hon. secretary. The members afterwards dined together at the Criterion.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1883.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

Charles Percival Kemp, who served his clerkship with Mr. Robert Clitherow, of Horncastle; and Messrs. Cunliffe, Beaumont, & Davenport, of London.

Walter George Swift, who served his clerkship with Mr. Thomas Swift, and with Mr. John Oakden Swift, of St. Helens.

SECOND CLASS.

[In Alphabetical order.]

William Henry Andrew, who served his clerkship with Mr. Edwin Andrew, of London.

Arthur Edward Burdekin, who served his clerkship with Mr. Benjamin Burdekin, of Sheffield.

William Henry Land, who served his clerkship with Messrs. Turnbull, Graham, & Moody, of Scarborough; and Messrs. Layton & Jaques, of London.

THIRD CLASS.

[In Alphabetical order.]

Edward Fordham Spence, who served his clerkship with Mr. Clement Locke Smiles, of the firm of Messrs. Duignan & Smiles, of London.

Frank Winterton, who served his clerkship with Mr. William Napier Reeve, of Leicester; and Messrs. Kingsford, Dorman, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates, and awarded the following prizes of books:—

To Mr. Kemp, the prize of the Honourable Society of Clement's-inn, value ten guineas; and the Daniel Beardon Prize, value about twenty-five guineas.

To Mr. Swift, the prize of the Honourable Society of Clifford's-inn, value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was thirty-three.

On the 18th ult., at the sitting of the Halifax County Court, Mr. T. W. Snagge (judge), addressing the solicitors present, said there was a matter he wished to mention relating to the business of the court and to those cases in which debt agents were employed. On days when the small debtors' cases and those in which no solicitors were engaged only were heard, he had seen, not only in that court but often elsewhere also, certain agents take upon themselves the whole work connected with those cases, and, as it seemed to him, cross the line which existed between non-professional men and the members of the bar. This was a practice which he could not allow. In cases where the plaintiff resided at a distance, or could neither read nor write, and consequently did not know how to fill up the summonses, he should be the last person to complain of the assistance rendered by agents; and at the same time the attendance of agents was often necessary in order that they might explain anything to the satisfaction of the court which the suitors were not able to comprehend. He would not allow these agents, however, to examine or cross-examine witnesses in any way; they must not trespass upon the privileges and duties of advocates. Two gentlemen, representing the body of accountants, had sought an interview with him that morning, and had assured his Honour that they recognized the reasonableness of this, and would do nothing to trespass upon the advocates' duties.

LEGAL APPOINTMENTS.

Mr. JACOBUS PETRUS DE WET, barrister, formerly Chief Justice of the Transvaal, has received the honour of Knighthood. Sir J. de Wet was called to the bar at the Inner Temple in Trinity Term, 1863. He was for several years recorder of Griqualand West, and in 1878 he became Chief Justice of the Transvaal. After the surrender of the colony he acted for about a year as Chief Justice of Ceylon.

Mr. MICHAEL HENRY GALLWEY, Attorney-General of Natal, has been created a Companion of the Order of St. Michael and St. George. Mr. Gallwey was called to the bar at Dublin in 1853. He has been Attorney-General of the colony of Natal since 1857.

Mr. WILLIAM VAUGHAN JONES, solicitor, of Haverfordwest, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Pembrokeshire and town and county of the town of Haverfordwest.

The Hon. WALTER FRANCIS HELY HUTCHINSON, barrister, who has been created a Companion of the Order of St. Michael and St. George, is the son of the late Earl of Donoughmore. He was called to the bar at the Inner Temple in November, 1877. He was for some time Colonial Secretary for the Island of Barbadoes, and he was appointed Chief Secretary to the Government of Malta a few weeks ago.

Mr. JOHN ALEXANDER SHEPARD, solicitor, of Tredegar, Rhymney, and Abertillery, has been appointed Registrar of the Tredegar County Court (Circuit No. 24), to act jointly with his father, Mr. Horace Shepard. Mr. J. A. Shepard was admitted a solicitor in 1874. He is superintendent registrar, and clerk to the Bedwelly Board of Guardians.

Mr. JOHN GEORGE NICHOLSON, solicitor, of Doncaster, has been appointed Deputy-Coroner for the Doncaster District of the West Riding of Yorkshire. Mr. Nicholson is the son of the late Mr. Edward Nicholson, solicitor. He was admitted a solicitor in 1877. His elder brother, Mr. Frederick Edward Nicholson, is coroner for the Doncaster District.

Mr. CHARLES DAUNCEY, solicitor, of Newport and Tredegar, has been appointed Clerk to the Machen School Board. Mr. Dauncey is also clerk to the Bedwelly School Board. He was admitted a solicitor in 1880.

Mr. GEORGE WILLIAM DES VEUX, C.M.G., Governor of Fiji, has been created a Knight Companion of the Order of St. Michael and St. George. Sir G. Des Vaux was born in 1834. He was called to the bar in Upper Canada in 1861. He was a stipendiary magistrate in the colony of British Guiana from 1863 till 1869, when he was appointed Colonial Secretary for the Island of St. Lucia. He was afterwards Governor of the Bahama Islands, and he was appointed Governor of Fiji about a year ago. He was created a Companion of the Order of St. Michael and St. George in 1877.

DISSOLUTIONS OF PARTNERSHIPS.

BENJAMIN BIRKETT and WILLIAM BANTOFT, jun., solicitors, Ipswich (Birkett & Bantoft). May 18.

HAMILTON FULTON and ROBERT JAMES EWING CARR, 7, Vigo-street, Regent-street, Middlesex, solicitors. May 26. The business will henceforth be carried on by Robert James Ewing Carr. [Gazette, May 29.]

NEW ORDERS, &c.

THE LONDON SITTINGS.

ORDER IN COUNCIL.

Whereas by an Act of Parliament made and passed in the session of Parliament holden in the 28th and 29th years of the reign of her present Majesty intitled "The Courts of Justice Building Act, 1865," it was amongst other things, enacted that her Majesty might, by Order in Council, from time to time, at the request of the lord mayor, aldermen, and commons of the city of London, in common council assembled, direct that all or any issues or inquiries in cases at *Nisi Prius* which would otherwise be tried and executed within the county of the city of London, should for ever thereafter or for a time to be specified in such order be tried and executed at the courts authorized to be erected by that Act; and, in the event of such order being made, the said courts should, for the purpose of giving jurisdiction to the sheriffs of London in relation to such trials and inquiries, and for the summoning of jurors and for all other purposes of or incidental to any such trials or inquiries be deemed to be situate in the county of the city of London.

And whereas a petition has been presented to her Majesty by the mayor and commonalty and citizens of the city of London, in common council assembled, which petition sets forth (amongst other things) that the courts authorized to be erected by the said in part recited Act have been erected and are situate in the Strand, in the county of Middlesex, and are known as the Royal Courts of Justice.

And that the petitioners are the body referred to in the said Act as "the lord mayor, aldermen, and commons of the city of London."

And that the petitioners are desirous that the power of removal of the place of trial and execution of issues and inquiries under the said Act should be carried into effect.

And whereas the said petition was certified to her Majesty under the common seal of the mayor and commonalty and citizens of the city of

London, in common council assembled, when such petition was agreed

And whereas her Majesty has, by and with the advice of her Privy Council, taken into consideration the said petition,
Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order, and it is hereby ordered, that from and after the date of these presents all issues or inquiries in cases at *Nisi Prius*, which would otherwise be tried and executed within the county of the city of London, shall for ever hereafter be tried and executed at the said Royal Courts of Justice.
C. L. PEEL.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Cambrian Railways; Metropolitan Railway.

Bill in Committee.

Medical Act (1858) Amendment.

May 25.—*Bills Read a Second Time.*

PRIVATE BILLS.—Downham and Stoke Ferry Railway; Great Eastern, Tending Hundred, and Clacton-on-Sea Railway Companies Amalgamation.

Customs and Inland Revenue.

Bills Read a Third Time.

PRIVATE BILLS.—Regent's Canal City and Docks Railway (Canal Capital); Brighton Corporation Water; Deaf and Dumb Poor Asylum. Naval Discipline and Enlistment Acts Amendment; Medical Act (1858) Amendment.

May 28.—*Bills Read a Second Time.*

PRIVATE BILLS.—Hounslow and Metropolitan Railway; Birmingham Corporation (Consolidation); Heywood Corporation; Cheshire Lines Committee; Lambeth Water.

Local Government Provisional Orders.

Bill Read a Third Time.

Customs and Inland Revenue.

May 29.—*Bills Read a Second Time.*

PRIVATE BILLS.—Sir Robert Peel's Settled Estates; Coventry, Holy Trinity, Vicar's Rate.

Local Government Provisional Orders.

HOUSE OF COMMONS.

May 24.—*Bills Read a Second Time.*

PRIVATE BILL.—East and West India Docks.

Medals; Copyright.

Bill in Committee.

Poor Law Conferences.

Bills Read a Third Time.

PRIVATE BILLS.—Great Eastern Railway (General Powers); Great Northern Railway; Leatherhead and District Water; Pewsey, Salisbury, and Southampton Railway; St. Peter's (Clifton, Bristol) Church; Staines and West Drayton Railway; Telegraph Construction and Maintenance Company; Thames Navigation; Wrexham, Mold, and Connah's Quay Railway (Capital Arrangements); Wrexham, Mold, and Connah's Quay Railway (Hawarden Loop Line).

May 25.—*Bills Read a Second Time.*

PRIVATE BILLS.—Local Government Provisional Orders (Poor Law) (No. 2); Tramways Provisional Orders.

May 28.—*Bills Read a Second Time.*

PRIVATE BILLS.—Brighton Marine Kursaal; Lydd Railway (Extension); Fenwick Trust Estates.

Bills Read a Third Time.

PRIVATE BILLS.—East and West Yorkshire Union Railways; Lancashire and Yorkshire Railway; Oxted and Groombridge Railway (Croydon and London Extension); Swindon and Cheltenham Extension Railway (No. 2); Swindon, Marlborough, and Andover Railway.

Poor Law Conferences.

May 29.—*Bill Read a Second Time.*

Agricultural Holdings (England).

May 30.—*Bills Read a Second Time.*

PRIVATE BILL.—Windsor and Eton Water.

Sale of Intoxicating Liquors on Sunday (Durham).

Bill in Committee.

Leads Clauses (Umpire).

Bills Read a Third Time.

PRIVATE BILL.—Skegness, Chapel, Saint Leonards, and Alford Tramway.

Bill Read a First Time.

Supreme Court of Judicature District Courts (Mr. Cowen).

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BACUP COTTON MILL AND MINING COMPANY, LIMITED.—Pearson, J., has, by an order dated March 17, appointed Mr. William Ashworth, Bacup, to be official liquidator. Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, June 28 at 12, is appointed for hearing and adjudicating upon the debts and claims.

CHESTERFIELD COAL AND IRON COMPANY, LIMITED.—Creditors are required, on or before June 22, to send their names and addresses, and the particulars of their debts or claims, to Messrs Wenham and Bown, 114, Colmore row, Birmingham. Friday, July 6 at 11, is appointed for hearing and adjudicating upon the debts and claims.

COMPANY OF AUCTIONEERS, VALUERS, AND ESTATE AGENTS, LIMITED.—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Earle Pearse, 4a, Cheapside. Thursday, June 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

HOLLINGBOURNE PAPER COMPANY, LIMITED.—Petition for winding up, presented May 23, directed to be heard before Chitty, J., on June 2. Baker and Nairne, Crosby sq, solicitors for the petitioner.

HOWATSON PATENT FURNACE COMPANY, LIMITED.—Petition for winding up, presented May 23, directed to be heard before Bacon, V.C., on June 2. Trinders and Romer, St Helen's place, solicitors for the petitioners.

INDIAN KINGDOM AND SANDHURST GOLD MINING COMPANY, LIMITED.—Chitty, J., has, by an order dated Feb 16, appointed Edmund Charles Chatterley, 3, Queen st, Cheapside, to be official liquidator.

[Gazette, May 25.]

BORROWERS' AID SOCIETY, LIMITED.—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook. Monday, July 2 at 11, is appointed for hearing and adjudicating upon the debts and claims.

GREAT WESTERN (FOREST OF DEAN) COAL CONSUMERS' COMPANY, LIMITED.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry Threlkeld Edwards, 66, Coleman st. Wednesday, June 27 at 12, is appointed for hearing and adjudicating upon the debts and claims.

HENRY CHALK WEBB AND COMPANY, LIMITED.—Petition for winding up, presented May 23, directed to be heard before Pearson, J., on June 15. Hepburn and Co, Bird in Hand ct, Cheapside, solicitors for the petitioner.

NORWAY COPPER MINES COMPANY, LIMITED.—Ray, J., has, by an order dated April 25, appointed Henry Bishop, 41, Coleman st, to be official liquidator. Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 23 at 12, is appointed for hearing and adjudicating upon the debts and claims.

PANDORA THEATRE, LIMITED.—Pearson, J., has, by an order dated May 11, appointed Augustus William Stead, 74, Chancery lane, to be official liquidator. Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, July 11 at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, May 29.]

UNLIMITED IN CHANCERY.

NORWICH EQUITABLE FIRE ASSURANCE COMPANY.—Petition for winding up, presented May 23, directed to be heard before Bacon, V.C., on Saturday, June 9. Storey and Cowland, Theobald's rd, Gray's inn, agents for Sudd and Linay, Norwich, solicitors for the petitioner.

[Gazette, May 29.]

FRIENDLY SOCIETIES DISSOLVED.

FREEDOM LODGE OF THE GRAND UNITED ORDER OF ODD FELLOWS, BEAVER INN, Audenshaw, Lancaster. May 23.

LOYAL BENEVOLENT INDEPENDENT ORDER OF ODD FELLOWS' FRIENDLY SOCIETY, Queen's Arms, Walsall st, Willenhall. May 23.

MUCH MARCHES, WALSALL, MUCK HERRIES SOCIETY, Marcle, Hereford. May 23.

QUEEN MARY FEMALE PROTESTANT ASSOCIATION, Glen-terrace Inn, Waterfoot-in-Rossendale, Lancaster. May 21.

STAR OF FREEDOM LODGE OF UNITED BROTHERS L. U., Fox and Goose Inn, Redditch, Worcester. May 23.

[Gazette, May 25.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BERRY, GEORGE, Bingham, Nottingham. June 22. Dyson v Strong, Chitty, J. Croome, Gracechurch st.

COCKERTON, CHARLES, Balls Pond rd, Islington, Chemist. June 18. London and Westminster Loan and Discount Company, Limited v Cockerton, Bacon, V.C. Fowell, Cullin st, Fenchurch st.

DOMLOE, WILLIAM, Derby, Butcher. June 20. Wright v Topham, Kay, J. Gadsby, Derby.

RONTGEN, GEORGINA LOUISA, Freemantle, Southampton. July 2. Perkins v Perkins, Chitty, J. Layton, Budge row, Cannon st.

SMITH, WILLIAM, Winchcomb, Gloucester, Gent. June 30. Pearson v Smith, Pearson, J. Smith, Cheltenham.

WRENCH, ROBERT, King William st, Seedsman. July 2. Wrench v Wrench, Chitty, J. Desborough, Finsbury pavement.

[Gazette, May 25.]

BREWSTER, HENRY, Wapping High st, Wharfinger. June 30. Barter and Co v Brewer, Kay, J. Davies, Old Jewry chambers.

ELLIS, THOMAS, Honblas, Bala, Merioneth, Chief Constable. June 22. Williams v Ellis, Chitty, J. Bury, Wrexham.

GREEN, MARY ANN, Anna Capel, Italy. June 23. Green v Green, Bacon, V.C. Maynard, Langham pl, Portland pl.

SNOW, ELLEN SARAH, Woodham Walter, Essex. June 29. Snow v Poole, Chitty, J. Lewis, Mincing lane.

TAYLOR, WILLIAM, Fleming rd, Walworth, Grocer. June 7. Ward v Taylor, Bacon, V.C. Harris, Finsbury circus.

WALLET, ANNE GOODENOUGH, Bath. June 29. Rutter v Rutter, Chitty, J. Wells, Founders' Hall.

[Gazette, May 25.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

AINLEY, WILLIAM, Golcar, York, Gentleman. June 12. Ainley, Huddersfield.
ARNOLD, SAMUEL JAMES, Liverpool, Banker. June 23. Avison and Morton, Liverpool.
BAMFORD, ESTHER, Rochdale, Lancashire. June 26. Ellidge, Rochdale.
BARRINGTON, MARIA, Rathbone pl, Oxford st. June 25. Godfrey, South sq. Gray's-inn.
BOTTERELL, THOMAS, Liskeard, Cornwall, Builder. June 9. Coad, Liskeard.
BUTCHER, JANE, Carrington st, Mayfair. July 12. Bolton and Co, Temple gardens.
BUTCHER, JANE, Church rd, Homerton. July 12. Bolton and Co, Temple gardens.
CARTER, SARAH, Dorrige, nr Knowle, Warwick. July 8. May, Russell sq.
CATON, WILLIAM, Sheffield, Beds, Grocer. July 1. Hawkins and Co, Hitchin.
COLEMAN, PRISCILLA, Leicester, July 3. Stevenson, Leicester.
COOK, EMMA, Ventnor, Isle of Wight. June 3. Woodroffe, Great Dover st, Southwark.
COOPER, GEORGE, Shirley, Derby, Farmer. June 30. Sale and Mills, Derby.
COX, MATILDA, Newmarket, Suffolk. July 7. Rogers, Newmarket.
CRITCHLEY, HENRY, Woodchester, Gloucester, Pin Manufacturer. July 3. Smith, Nailsworth.
DRAWBRIDGE, ANNE SARAH, Hartlip, Kent. June 20. Drawbridge and Rowntree, Scarborough.
DRAWBRIDGE, WILLIAM, Hartlip, Kent. June 20. Drawbridge and Rowntree, Scarborough.
DRAWBRIDGE, KITTY ELIZABETH, Hartlip, Kent. June 20. Drawbridge and Rowntree, Scarborough.
FRANKLIN, ROBERT, Esmeralda rd, Bermondsey. July 10. Morten and Co, Newgate st.
GILLESPIE, JOHN, Gt Yarmouth, Norfolk, Major. June 30. Cooper, New inn, Strand.
GREEN, ISAAC, Colchester, Essex, Gent. June 14. White, Colchester.
HEATON, SARAH, Bristol, York. June 23. Ibberson, Dewsbury.
JONES, ELIZABETH, Rhyl, Flint. June 24. Chipperfield, Trinity st, Southwark.
MARSHALL, JOHN, Sydenham, Oxford, Miller. June 30. Kilby and Mace, Chipping Norton.
POWELL, ALEXANDER PITS ELLIOTT, Baverstock, Wilts, Esq. June 1. Harrison, Bayford bldgs, Gray's inn.
RAY, JACOB, Sutton Scotney, Southampton. May 30. Adams and Co, Winchester.
SADDINGTON, HARRIET, Gravesend. June 25. Drawbridge, Gravesend.
SANDERSON, ARTHUR, Turnham Green, Wall Paper Manufacturer. July 10. Reed and Co, Guildhall chhrs.
SHUTT, REBECCA, Wolverley, Worcester. June 1. Ivins and Morton, Kidderminster.
SMITH, GEORGE, Tollington Park, Hornsey, Nurseryman. July 18. Windett, Tollington park, Hornsey.
SWANSON, WILLIAM ANSELL, Camberwell House, Camberwell. July 2. Lepper, Mark lane.
THOMPSON, CAROLINE ELIZA, Cheltenham, Gloucester. June 30. Hand and Co, Stafford.
WAINMAN, WILLIAM, Blackburn, Gent. June 25. Whalley, Blackburn.
WALKER, CHARLES VINCENT, Tunbridge Wells. July 1. Walker, Tunbridge Wells.
WARD, WILLIAM, Ecclehall, Stafford, Grocer. June 12. Robinson, Ecclehall.
WATSON, ANN, Kingston-upon-Hull. July 1. Frankish and Co, Hull.
WEAVER, ELIZABETH, Worthing, Sussex. June 24. Collet, Worthing.
WHITEHEAD, BENJAMIN, Rotherham, York, Painter. June 18. Oxley and Coward, Rotherham.
WOOD, WILLIAM MARK, Lambourne, Essex, a General in H.M.'s Army. July 3. Hicks and Son, Gray's inn sq.

[Gazette, May 22.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice RAY.
Monday, June	4 Mr. Lavis	Mr. Teesdale	Mr. Jackson
Tuesday	5 Carrington	Farrer	Cobby
Wednesday	6 Lavis	Teesdale	Jackson
Thursday	7 Carrington	Farrer	Cobby
Friday	8 Lavis	Teesdale	Jackson
Saturday	9 Carrington	Farrer	Cobby

	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PRARSON.
Monday, June	4 Mr. Merivale	Mr. Ward	Mr. Clowes
Tuesday	5 King	Pemberton	Koe
Wednesday	6 Merivale	Ward	Clowes
Thursday	7 King	Pemberton	Koe
Friday	8 Merivale	Ward	Clowes
Saturday	9 King	Pemberton	Koe

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, Crown-court, Old Broad-street, E.C., on the 31st ult., the following were among the prices obtained:—Swindon, Marlborough, and Andover Railway 5 per Cent. Preference, £7 10s.; Lion Life Insurance £10 shares, £2 paid, 20s.; South Darren Mines, 15s.; City of London Fire Insurance, 10s.; Confederate Bonds, 17s. 6d. per cent.; Investors' Co-operative Society £1 shares, 15s. paid, par; and other miscellaneous securities fetched fair prices.

SALES OF THE ENSUING WEEK.

June 4.—Mr. ARTHUR JACSON, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, May 26, p. 4.)
June 5.—Mr. WALTER KNIGHT, at the Mart, at 2 p.m., Copyhold Estate (see advertisement, May 26, p. 4.)
June 6.—Messrs. CRONK, at the Mart, at 1 p.m., Freehold Estates (see advertisement, this week, p. 4.)
June 8.—Messrs. BARKEE & CATHIE, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4.)

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOULTER.—May 21, at 30, Newton-road, Bayswater, the wife of Stanley Boulter, of the Inner Temple, of a daughter.
CLETON.—May 23, at Martell-road, West Dulwich, the wife of R. W. Cleton, barrister-at-law, of a son.
HUTCHINSON.—May 23, at Aytoun-road, Stockwell, the wife of Jas. Jno. Hutchinson, solicitor, of a son.
PEARSON.—May 27, at Barrow-in-Furness, the wife of Henry Garreth Pearson, solicitor, of a son.
VEASEY.—May 27, at Baldock, Herts, the wife of Charles James Veasey, solicitor, of a son.

DEATH.

COPEMAN.—May 29, at Dunham Lodge, Norfolk, George Copeman, barrister-at-law, of the Inner Temple, aged 65.

LONDON GAZETTES.

Bankrupts.

FRIDAY, May 25, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cooke, Henry Ribton, Great St Helens, Merchant. Pet May 22. Murray. June 8 at 11.
Hastie, James, Riding School, Holland pk rd. Pet May 23. Brougham. June 11 at 11.

To Surrender in the Country.

Childs, Charles James, Park lane, Tottenham, Builder. Pet May 23. Poley. Edmondton, June 13 at 12.
Dodgson, Robert, Bacup, Lancaster, Farmer. Pet May 23. Tweedale. Oldham. June 6 at 11.
Michael, Maurice, Coventry, Watch Manufacturer. Pet May 23. Kirby. Coventry, June 7 at 3.
Roberts, James Lewis, Rhyl, Flint, Gent. Pet May 18. Jones. Bangor, June 11 at 11.
Rutler, George, Cardiff, Grocer. Pet May 22. Langley. Cardiff, June 7 at 11.

TUESDAY, May 29, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chamberlain, Amos Pearce, New Broad st. Pet May 1. Murray. June 8 at 11.
Draper, Edward Thomson, Buckingham st, Strand, Army and Navy Agent. Pet May 23. Bangor, June 13 at 11.
Low, Edward William, Oxford terrace, Islington, Stock Broker. Pet May 23. Peppys. June 13 at 12.30.
Manning, W. E., Westbourne park villas. Pet May 24. Hazlitt. June 13 at 11.
To Surrender in the Country.
Adams, William, Newbury, Berks, Corn Dealer. Pet May 24. Pinniger. Newbury, June 13 at 10.30.
Coffey, James, Aldershot, Draper. Pet May 25. White. Guildford, June 11 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, May 25, 1883.

Hole, James, Landport, Hants, Mealman. May 17.
Beal, Thomas Edwin, Gray's inn rd, Furniture Dealer. May 25.
Carter, Robert, Queen Victoria st, Surveyor. May 25.
Entecott, Henry, Latimer rd, Notting Hill, Provision Merchant. May 23.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 25, 1883.

Allen, George, St Lawrence, Somerset, Flax Worker. June 7 at 11 at office of Crawshaw, East st, Taunton.
Allison, Francis, Richmond, York, out of business. June 14 at 12 at office of Hunt, Richmond.
Bagnall, James, Newcastle under Lyme, Stafford, Licensed Victualler. June 8 at 11 at office of James, Newcastle under Lyme.
Baron, George, Preston, Lancaster, Grocer. June 7 at 3 at office of Cooper, Lancaster, Preston.
Beattie, James, Workington, Cumberland, Iron Ore Merchant. June 12 at 11 at office of Brevins and Co, Grey st, Newcastle upon Tyne.
Bedford, Walter Scott, Morley, York, Tailor. June 5 at 3 at Exchange Buildings.
Bell, William, Newcastle upon Tyne, Grocer. June 7 at 2 at office of Collingwood st, Newcastle upon Tyne.
Blackman, Isaac David, Dover, Kent, Fancy Draper. June 11 at 12 at St George's st, Canterbury.
Bond, Thomas, Accrington, Lancaster, Draper. June 7 at 2 at Mitre Hall, Cathedral yard, Victoria st, Manchester. Sharples, Accrington.
Boot, John, Newby Wicke, York, Joiner. June 9 at 11 at office of Swarbrock and Rhodes, Thirsk.
Brewis, Davis, Newcastle upon Tyne, Licensed Victualler. June 6 at 2 at office of Joel and Co, Newgate st, Newcastle upon Tyne.
Brooke, Benjamin, Dewsbury, York, Dyer. June 8 at 2.30 at Law Society, Dea st, Dewsbury, Stapleton.
Brooks, Mary Elizabeth, Eastbourne, Lodging house Keeper. June 8 at 3 at office of Champion and Co, Terminus rd, Eastbourne.
Buckmaster, Henry William, Hornsey rd, General Dealer. June 18 at 3 at office of Morris, Gresham st.
Caldwell, William, sen., Warrington, Lancaster, Slater. June 11 at 3 at office of Buckton and Greenhall, Winwick st, Warrington.
Cardwell, Francis, Batley, York, Potato Dealer. June 6 at 11 at office of White and Son, Commercial st, Batley.

Christmas, Charles, Lambeth walk, Cheesemonger. June 8 at 3 at office of Pearce and Sons, Giltspur st
 Clark, Alfred, Bridlington, York, Ironmonger. June 8 at 10 at office of Harland, Giltspur lane, Bridlington
 Collier, Sidney, Slough, Bucks, Builder. June 6 at 12 at office of Webb, High st, Slough
 Cooke, George, Belper, Derby, Tailor. June 12 at 3 at office of Mole and Stone, Tail st, Derby
 Croft, Charles, Bristol, Draper. June 12 at 2 at office of Hudson and Co, Bristol
 Clifton and Carter, Bristol
 Cummins, Edward James, and Herbert Samuel Golding, Bristol, Drapers. June 1 at 12 at 2, King st, Cheapside. Sibby and Dickinson, Bristol
 Corvey, Henry, Hastings, Livery Stable Keeper. June 6 at 12 at office of Jones and Glenister, Bank bldg, Hastings
 Cresswell, James, Swine Brompton, York, Labourer. June 6 at 12 at [Nottingham Hotel, North Marine rd, Scarborough. Bartlett, Malton
 Cresswell, John, Lincoln, Asphalter. June 6 at 11 at office of Page, jun, Flaxengate, Lincoln
 Dale, Thomas, Holmfirth, York, Patent Medicine Vendor. June 8 at 3 at White Swan Hotel, Huddersfield. Hooley, Holmfirth
 Derham, William, Carlton in Cleveland, York, Builder. June 12 at 1 at office of Dale, Blake st, York
 Dewhurst, Richard, Blackburn, Bootmaker. June 8 at 12 at Mitre Hotel, Cathedral gates, Manchester. Ainsworth, Blackburn
 Donald, John, South Penge Park, Surrey, out of business. June 11 at 3 at office of Wynne, Chancery lane
 Duffield, John, Fallowfield, Lancaster, Chartered Accountant. June 19 at 3 at office of Bullock and Worthington, Kennedy st, Manchester
 Dunn, Anne, Manchester, Egg Dealer. June 8 at 3 at office of Chew, Swan st, Manchester
 Eustance, Edward, Warrington, Watchmaker. June 8 at 3 at office of Davies and Co, Bewsey chhrs, Bewsey st, Warrington. Davies, Warrington
 Evans, James, Fulham rd, South Kensington, Furniture Dealer. June 14 at 3 at office of Willis, Walbrook
 Evans, John, Treherbert, Glamorgan, Builder. June 8 at 12 at office of Rosser, Church st, Pontypridd
 Ford, John, Crewe, Chester, Beer Retailer. June 11 at 11 at Royal Hotel, Crewe. Pointon, Crewe
 Ford, William, Salford, Grocer. June 18 at 3 at Mitre Hotel, Cathedral Gates, Manchester. Creeke and Co, Manchester
 Fowler, James, and John Fowler, Macclesfield, Silk Manufacturers. June 7 at 3 at office of Froggatt, King Edward st, Macclesfield
 Fowler, Susanah, and Charles Fowler, Gt Grimsby, Blacksmiths. June 4 at 11 at office of Grange and Winttingham, St Mary's chhrs, West St Mary's Gate, Gt Grimsby
 Galloway, Thomas, Liscard, Chester, Builder. June 8 at 3 at office of Jackson, Dale st, Liverpool. Best, Liverpool
 Gambrell, John, Dover, Kent, Coal Merchant. June 9 at 11 at office of Lewis, Castle st, Dover
 Gantlett, George Charles, Long lane, Smithfield, Printer. June 18 at 1 at office of Moss, Georgechurch st
 Green, John, Hucknall Torkard, Nottingham, Bricklayer. June 5 at 3 at office of Swift, Middle pavement, Nottingham
 Greenwood, Robert, and Arthur Greenwood, Dewsbury, York, Woollen Manufacturers. June 6 at 2 at Law Society, Bond st, Dewsbury. Chadwick, Dewsbury
 Hall, John, North Shields, Bookseller. June 5 at 11 at office of Dickinson, Royal grade, Newcastle upon Tyne
 Hanton, Edmund, Chaderton, Lancaster, Cotton Waste Bleacher. June 12 at 3 at office of Kellie and Co, Princess st, Manchester. Higham, Manchester
 Higgs, John, Leicester, Yarn Agent. June 11 at 3 at office of Buckley, Galloway gate, Leicester
 Hewitt, William, Featherstone, York, Farmer. June 5 at 3 at office of Ford and Warren, Albion st, Leeds
 Hays, Ralph Heatley, Liverpool, Commission Agent. June 14 at 12 at office of Gerruthers, Lord st, Liverpool
 Hedges, Unit John, Raunds, Northampton, Grocer. June 6 at 2 at office of Hawkins, Kettering
 Hodgson, Joseph, and Robert Soulsby, Blyth, Northumberland, Shipbuilders. June 5 at 3 at office of Hoyle and Co, Westgate rd, Newcastle upon Tyne
 Hollis, Richard, Whittington Moor, Derby, Basket Maker. June 5 at 3 at office of Gee, High st, Chesterfield
 Horner, William Samuel, Bristol, Linen Draper. June 4 at 2 at office of Collins, Broad st, Bristol. Clifton and Carter, Bristol
 Hamblow, Freeman, Salisbury, Draper. June 8 at 12 at office of New and Co, Fresham
 Hunt, William, Paternoster row, Bookseller. June 18 at 2 at Cannon st Hotel, Cannon st. Jackman, Ipswich
 Hurven, Edward, Stockton on Tees, School Attendance Officer. June 4 at 11 at office of Chilton, Mechanics' Institute, Dovecot st, Stockton on Tees
 Jenkins, Harry, Bristol, Jeweller. June 5 at 12 at office of Wood and Co, Bridge, Bristol. Ferham, Bristol
 Jones, Morgan, Tregaron, Cardigan, Farmer. May 30 at 11.45 at Talbot Hotel, Tregaron. Jones, Chancery lane
 King, John, Manchester, Draper. June 7 at 3 at Falstaff Hotel, Market pl, Manchester. Tremewen, Manchester
 Lane, George Henry, Ropemaker st, Finsbury, Builder. June 14 at 3 at Guildhall Tavern, Gresham st. Montagu, Bucklersbury
 Mason, Magnus, Sunderland, Durham, Tailor. June 4 at 3 at office of Brown, Union chhrs, Union st, Sunderland
 Maske, Eleanor, Bradford, York, Soap Dealer. June 8 at 4 at office of Rawnsley, Darley st, Bradford
 McCall, John, Carnforth, Lancaster, Boot and Shoe Dealer. June 12 at 3 at Station Hotel, Carnforth. Fearenside
 Miller, Henry, Weston super Mare, Somerset, Grocer. June 8 at 2 at office of Baker and Co, Weston super Mare
 Miskin, Daniel John, Bruton, Somerset, Baker. June 4 at 2.30 at Wellington Hotel, Bruton. Balch, Bruton
 Nicholson, Robert, Longton, Stafford, Licensed Victualler. June 5 at 3 at office of Bennett, Fiddlers bldg, Hanley
 Marshall, William, Stapleton, Gloucester, Furniture Broker. June 1 at 12 at office of Veale, Corn st, Liverpool
 Nicholson, John, Liverpool, Joiner. June 5 at 2 at office of Gibson and Bolland, South John st, Liverpool. Smith and Son, Liverpool
 Rutter, William Henry, and Thomas Stormouth, Walmer rd, Notting hill, Licensed Victuallers. June 13 at 3 at office of Stevenson and Coudwell, Georgechurch st
 Padbury, Theophilus Frederick, Portsea, Hants, Watchmaker. June 6 at 4 at office of King, North st, Portsea
 Reynolds, Peter, and John Dineley, Manchester, Provision Merchants. June 11 at 3 at Grosvenor Hotel, Deansgate, Manchester. Vaughan-Jones, Manchester
 Roberts, Edmund Richard Francis, Sydenham, Clerk. June 6 at 2 at office of Gilling, Chancery lane
 Shaw, James, Stoke-upon-Trent, Grocer. June 8 at 2 at Royal Hotel, Crewe
 Seward, Hanley
 Siddons, John, Wakefield, Fruit Salesman. June 2 at 11 at office of Kemp, Barrow sq, Wakefield
 Simpson, John, Poulton, Gloucester, out of business. June 4 at 11 at Bull Hotel, Market pl, Fairford. Wilmot, Fairford

Small, Benjamin, Richards Castle, Hereford, Farmer. June 8 at 3.30 at Bul Hotel, Ludlow. Corner, Hereford
 Snelling, Frederick, Bonham rd, Brixton rise, Builder. June 14 at 3 at Guildhall Tavern, Gresham st. Smallman, Queen st, Cheapside
 Stead, William, Heckmondwike, York, Drysalter. June 8 at 2.30 at Black Bull Hotel, Mirfield. Thiberson, Heckmondwike
 Stott, Allen Clayton, Blackpool, Lancaster, Lodging house Keeper. June 8 at 3 at offices of Ibbsen, Westgate, Dewsbury
 Taylor, Henry, Lichfield, Clothier. June 11 at 12 at office of Barnes and Russell, St John st, Lichfield
 Thomas, Joshua, Pentre, Glamorgan, Carpenter. June 7 at 12 at office of Morgan and Rhys, Pontypridd
 Toogood, George, Bristol, Timber Dealer. June 8 at 2 at office of Hobbs, Clare st, Bristol
 Tutt, John, Eastbourne, Coal Merchant. June 8 at 12 at office of Champion and Co, Terminus rd, Eastbourne
 Ward, John, Vauxhall bridge rd, Licensed Victualler. June 8 at 12 at office of Chivers, Chancery lane
 Watkins, Harry Alfred, James st, Haymarket, Cheesemonger. June 5 at 12 at office of Scott, Basinghall st
 Watson, William Obadiah, Ebbw Vale, Monmouth, Provision Merchant. June 7 at 11.30 at office of Dauncy, Albion chhrs, Newport
 Willmore, James, Rainham, Kent, Builder. June 12 at 11 at office of Gibson, West st, Sittingbourne

TUESDAY, May 29, 1883.

Alder, John, Baydon, Wilts, Grocer. June 13 at 3 at Bacon Arms Hotel, Speenhamland, Newbury. Barnes, Lambourne
 Assig, Augustus John, Hanley, Newsagent. June 6 at 3 at office of Ashmall, Albion st, Hanley
 Baker, Thomas, Newcastle under Lyme, Cab Driver. June 8 at 10.30 at office of Ashmall, Albion st, Hanley
 Barber, George, Canterbury, Baker. June 14 at 12 at Queen's Head Inn, Canterbury. Collard, Canterbury
 Batt, Henry, Garlies rd, Forest Hill, Builder. June 18 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Badham and Williams, Salter's Hall ct, Cannon st
 Benetti, John, Liverpool, General Merchant. June 15 at 2 at office of Forshaw and Hawkins, Harrington st, Liverpool
 Bowen, Rees, Treoriky, Glamorgan, Grocer. June 7 at 1 at office of Morgan and Rhys, Pontypridd
 Brandon, George Henry, Portsea, Builder. June 11 at 3 at Sussex Hotel, Commercial rd, Landport. Walker and Wainscot, Landport
 Campkin, Stephen, Melbourne, Cambridge, Farmer. June 14 at 2.30 at Rose Inn, Melbourne. Wortham and Dalton Nash, Royston
 Carey, Arthur, Wolverhampton, Stafford, Builder. June 11 at 11 at office of Rhodes, Queen st, Wolverhampton
 Chipchase, Richard, Shrewsbury, Salop, Agricultural Implement Seller. June 12 at 3 at Music Hall bldg, Shrewsbury. Peele and Peele
 Clark, John, Liverpool, Tallow Chandler. June 12 at 2 at office of Murphy, Dale st, Liverpool
 Collier, John, Chesham, Monmouth, Publican. June 12 at 11 at office of Parker, Commercial st, Newport
 Conway, James John, and William Cross, Barrow in Furness, Lancaster, Grocers. June 13 at 3 at Trevelyan Hotel, Dalkeith st, Barrow in Furness. Taylor, Barrow in Furness
 Cooley, William, Bicker, Lincoln, Farmer. June 8 at 11 at office of Rice and Co, Main Ridge, Boston
 Craven, Augustus William, Suffolk st, Pall Mall, Gentleman. June 22 at 3 at office of Lumley and Lumley, Conduit st, Bond st
 Crisp, Samuel, Commercial rd, Whitechapel, Builder. June 13 at 3 at City Arms Tavern, St Mary Axe. Davies, Basinghall st
 Crossland, John, and Thomas Crossland, Kirkbridge New Mill, nr Huddersfield, York, Woollen Spinners. June 13 at 12 at office of Armitage and Co, John William st, Huddersfield. Berry, Huddersfield
 Dagley, David, Birmingham, out of business. June 8 at 3 at office of East and Smith, Old sq, Birmingham
 Davis, John, Bedford, Earthenware Dealer. June 13 at 2 at office of Sharman and Small, St Paul's sq, Bedford
 Findlay, James, Donald James Morrison, and Logan Lewis Downes, Lime st, Merchants. June 12 at 2 at office of Harding and Co, Old Jewry. Murray and Co, Birchin lane
 Duggan, James Michael, Liverpool, Licensed Victualler. June 11 at 11.30 at office of Lynch and Teebay, Lord st, Liverpool
 Dutton, Richard, Liversedge, York, Whitesmith. June 9 at 11 at office of Clough, Market st, Cleckheaton
 Evans, Marian Frances, and Louisa Mallett, West Brighton, Boarding School Proprietors. June 14 at 3 at offices of Nye, North st, Brighton
 Fonyan, George James, Great Wigston, Leicester, Licensed Victualler. June 11 at 3 at office of Owston and Co, Friar lane, Leicester
 Fox, William Henry, Cinderford, Gloucester, Tailor. June 11 at 2 at Saracen's Head Inn, Eastgate st, Gloucester. Borlase and Yearley, Mitcheldean
 Gartside, Thomas, Manchester, Commercial Traveller. June 13 at 3 at office of Horner and Son, Clarence st, Manchester
 Gibbs, Napoleon, Datchet, Bucks, Barrister-at-Law. June 13 at 3 at office of Saunders and Co, Coleman st
 Gledhill, James Alfred, Leeds, Boot Manufacturer. June 8 at 11 at office of Cousins, Park row, Leeds
 Goodall, George, Maryport, Cumberland, Plumber. June 12 at 11 at office of Collin, Kirkby st, Maryport
 Goss, Thomas, Bristol, Carpenter. June 11 at 12 at 5, St Stephen's st, Bristol. Salmon
 Green, George Sewell, Liverpool st, Commission Agent. June 12 at 3 at office of Wilson, Old Jewry chhrs. Jackson, Union ct, Old Broad st
 Greysty, Samuel, Tattenhall, Chester, Farmer. June 12 at 2 at office of Cartwright, Whitefriars, Chester
 Griffiths, William, Willow ter, Stamford Hill, Draper. June 11 at 3 at office of Whittington and Co, Bishopsgate st Without
 Hardy, George, Waterfall, Stafford, out of business. June 12 at 11 at office of Challinor and Co, Derby st
 Harris, George, Grahm rd, Hackney, Horse Meat Salesman. June 13 at 3 at office of Bentwith, Finsbury pavement
 Hart, Joseph, Harborne, Stafford, Fancy Draper. June 8 at 12 at office of Hawkes and Weekes, Temple st, Birmingham
 Hepplewhite, William Campbell, Gosforth, Northumberland, out of business. June 12 at 2 at office of Dickinson, Royal arcade, Newcastle upon Tyne
 Holland, Elijah, Dudley. June 11 at 11 at office of Warrington and Thompson, Castle st, Dudley
 Hunt, William, Brenchley, Kent, Grocer. June 9 at 11 at Maidstone rd Inn, Papdock Wood, Brenchley. Palmer, Tonbridge
 Ingram, James, Aylesbury, Buckingham, Saddler. June 14 at 3 at office of Parott, Bourbourn st, Aylesbury
 Jackson, John Potts, Gateshead, Durham, Provision Dealer. June 12 at 3 at 32, Grainger st West, Newcastle upon Tyne. Hodge and Westmacott, Union chhrs, Newcastle upon Tyne
 Letheren, Thomas Ward, Winkleigh, Devon, Draper. June 11 at 2.30 at office of Southcott, Post Office st, Bedford circus. Fulford, North Taunton
 Leamer, Martin, Freeton, Lancaster, Grocer. June 13 at 3 at office of Taylor, Guildhall st, Preston
 Mason, Thomas Midgley, Richmond, York, Wood Dealer. June 11 at 11 at office of Robinson, Chancery lane

Mastaglio, John Anthony, and Joseph Mastaglio, Newcastle on Tyne, Cabinet Makers. June 7 at 3 at office of Johnstone, Mosely st, Newcastle upon Tyne.
 Mather, James, Bath, Bootmaker. June 9 at 12 at office of Wilton, Northumberland bldg, Queen sq, Bath.
 Menard, William John, Bootle, Lancaster; Timber Merchant. June 14 at 2 at office of Bradley, York bldg, Liverpool.
 Merryweather, William, Chesterfield, Derby, Ironmonger. June 11 at 3 at Committee Room, Market Hall, Chesterfield. Outts, Chesterfield.
 Minors, Ann, Utttoxeter, Stafford, Milliner. June 11 at 12.30 at 8, York st, Manchester. Cooper and Chawner, Utttoxeter.
 Musgrave, Albert, Leeds, Dyer. June 11 at 3 at Law Institution, Albion pl, Leeds. Simpson, Leeds.
 Newton, Walker, Dulwich, Chester, out of business. June 21 at 3 at office of Garforth and Cooper, Bank st, Manchester.
 Paley, William, Ripon, York, Doctor of Medicine. June 14 at 3 at the Unicorn Hotel, Ripon. Bateson and Hutchinson, Ripon.
 Paul, Richard, Oxford, College Servant. June 20 at 3 at Cornmarket st, Oxford. Mallam, Oxford.
 Ratcliffe, Joseph, Stone Chair, Shelf, nr Halifax, York, Innkeeper. June 13 at 3 at office of Jubb and Co, Harrison rd, Halifax.
 Rayner, Henry, Southampton, Bookseller. June 11 at 4 at office of Speechley and Co, New inn, Strand, Lampport, Southampton.
 Rhodes, William, Huddersfield, York, Yarn Spinner. June 11 at 3 at office of Ramsden and Co, Westgate, Huddersfield.
 Roberts, Walter, Neath, Glamorgan, out of business. June 7 at 11 at Alma pl, Neath. Davies.
 Robinson, Thomas, Norwich, Outler. June 12 at 12 at office of Sadd and Linay, Theatre st, Norwich.
 Ruddock, Robert, Bishop Auckland, Durham, Joiner. June 19 at 11 at office of Trotter and Co, Bishop Auckland.
 Schofield, Frederick Walsh, Ashton upon Lyne, Licensed Victualler. June 13 at 11 at office of Preston and Young, King st, Manchester.
 Sharp, Joseph, Aston-juxta-Birmingham, Draper. June 13 at 11 at office of O'Connor, Bennett's hill, Birmingham.
 Snape, Henry, Three Colt st, Limehouse, Licensed Victualler. June 12 at 3 at office of Smiles and Co, Bedford row.
 Stone, William Edward, Oxford, Grocer. June 13 at 2 at office of Swearse and Thompson, Cornmarket st, Oxford.
 Storey, Richard, and Matthew Storey, North Shields, Market Wherryman. June 11 at 3 at office of Adamson, Howard st, North Shields.
 Sumpster, Frederick, Aldershot, Pork Butcher. June 18 at 2 at office of Eve, Victoria rd, Aldershot.
 Sykes, Henry Collins, Leeds, Logwood Merchant. June 7 at 11 at Law Institute, Piccadilly, Bradford. Berry and Co.
 Tempamy, Patrick, Arundell st, Haymarket, Licensed Victualler. June 11 at 2 at Inns of Court Hotel, High Holborn. Poncione and Leggatt, Raymond bldg, Gray's Inn.
 Vansons, Loommi, Broadwood Kelly, Devon, Farmer. June 8 at 10.30 at office of Southcott, Post Office st, Bedford circus, Exeter, Fulford and Son, North Tawton.
 Vear, Thomas, and Edward North, Chichester rd, Kilburn, Cheesemongers. June 6 at 11 at office of Sampson, Marylebone rd.
 Wells, John, Woodford, Northampton, Boot Dealer. June 8 at 3 at office of Palmer and Co, St George's chbrs, Grey Friars, Leicester. Andrews, Northampton.
 West, Alexander, Middlesborough, Innkeeper. June 8 at 3 at office of Lewis, Zetland rd, Middlesborough.
 Wheater, Catherine, Skelton in Cleveland, York, Milliner. June 14 at 12.30 at Station Hotel, York. Buchannan, Guisborough.

White, Charles, Chorlton on Medlock, nr Manchester, Manager of a Cotton Mill. June 13 at 3 at office of Jackson, Church st, Ashton upon Lyne.
 Withers, George, Liverpool, Teacher of Photography. June 12 at 3 at office of Parkinson and Co, Dale st, Liverpool.
 Woodacre, Richard, Blackburn, Lancaster, Baker. June 12 at 11 at office of Wood and Haworth, Lord st West, Blackburn.
 Woodcock, William, Southill lane, nr Batley, York, Commission Agent. June 11 at 11 at office of Booth and Sons, Hanover street, Batley. Schofield and Taylor.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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The Editor does not hold himself responsible for the return of rejected communications.

* * * The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

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CITY OF LONDON, WHITECHAPEL, WOOLWICH, NORTH WOOLWICH, and NORTH BOW.

Re Morris Myers, Esq., deceased.—Valuable Freehold and Leasehold Estates, comprising 10 Houses and Shops, business premises, corner Beerhouse and Shop, and 35 Dwelling-houses; the whole producing £1,185 4s. per annum.

MESSRS. C. O. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, JUNE 7, at ONE for TWO, in 25 lots, TWO FREEHOLD HOUSES (one a corner), 6 and 7, Artillery-lane, Bishopsgate, let at £80; Freehold Premises, known as Hutchinson's-market, Middlesex-street, let at £60; Freehold House, No. 22, Rose-lane, Wentworth-street, let at £57 4s.; Five Houses and Shops, 1 to 5 Ann's-place, Wentworth-street, let at £380 (two are freehold, and three are held for 55 years at £10 each); Five Freehold Houses (one with corner shop), 30 to 35, Morris-street, Sand-street, Woolwich, let at £24 18s.; Six five-roomed Houses, 1 to 6, Morris-place, Sand-street, let at £109 4s., term 50 years, ground-rent £30; the Freehold and Leasehold Houses, 20, 30, 32, 34, and 36, Sand-street, let at £115 14s.; the Freehold Corner Beerhouse, known as the New Ordnance Arms, Sand-street, let at £60, and stable adjoining, let at £8; 18 Freehold Dwelling-houses, forming Kate's-place, Albert-road, North Woolwich, let at £210 12s.; Two Freehold Corner Houses and Shops, 63 and 64, Albert-road, let at £62 8s.; Two Freehold Houses, 38 and 35, Lefevre-road, North Bow, let at £57 4s.
 Particulars of H. H. Poole, Esq., Solicitor, 92, Bartholomew-clause, E.C.; at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

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 THIRTY LARGE SHOW ROOMS.

HEWETSON, THEXTON, & PEART,

200, 203, and 204, Tottenham Court-road, London, W.
 N.B.—Household Furniture Warehoused or Removed on reasonable terms.

MESSRS. DEBENHAM, TEWSON,

FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—
 Tuesday, June 5 Tuesday, July 17 Tuesday, Aug. 28
 Tuesday, June 12 Tuesday, July 24 Tuesday, Oct. 2
 Tuesday, June 19 Tuesday, July 31 Tuesday, Oct. 9
 Tuesday, June 26 Tuesday, Aug. 7 Tuesday, Oct. 16
 Thursday, June 28 Tuesday, Aug. 14 Tuesday, Nov. 6
 Tuesday, July 3 Tuesday, Aug. 21 Tuesday, Dec. 11
 Tuesday, July 10
 Auctions can also be held on other days besides those above specified. Due notice in any case should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—30, Cheapside, London.

Sales for the year 1883.

MESSRS. JOSHUA BAKER & WILKINSON

(late Baker & Sons, of Kilburn) beg to announce that their AUCTIONS OF FREEHOLD, Leasehold, and Copyhold PROPERTIES, Reversions, Life Interests, and other Investments, will take place at the MART, Tokenhouse-yard, Bank, on the following days:—
 Wednesday Jun 13 Wednesday Aug 29 Wednesday Nov 7
 Wednesday Jun 20 Wednesday Sept 26 Wednesday Nov 14
 Wednesday Jun 27 Wednesday Oct 3 Wednesday Nov 21
 Wednesday Jul 4 Wednesday Oct 10 Wednesday Dec 5
 Wednesday Jul 11 Wednesday Oct 17 Wednesday Dec 12
 Wednesday Jul 18 Wednesday Oct 24 Wednesday Dec 19
 Wednesday Jul 25 Wednesday Oct 31 Wednesday Dec 26
 Wednesday Jul 31
 Auctions can, if necessary, be held on other days.—St. Stephen's-chambers, Telegraph-street, Moorgate-street, Bank, E.C., and Kilburn, N.W.

EDE AND SON,

ROBE "MAKERS"

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London &c.

SOLICITORS' AND REGISTRARS' GOWN

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES. UNIVERSITY & CLERGY GOWN.

ESTABLISHED 1860.

94, CHANCERY LANE, LONDON

Solicitors, Trustees, Liquidators, and Others are requested to notice that SALES by AUCTION will be held at the AUCTION MART, London, E.C., by

MESSRS. STANLEY, ROBINSON, & CO.

on the following DATES, at ONE for TWO o'clock precisely:—June 25, July 23, August 27, September 24, October 22, November 26, and December 11.—Reversions, Life Policies, Annuities, Shares, Stocks and Debentures, free of any charge, if not sold; sold, 2½ per cent. on the amount realized, but no commission to be less than 2s. 6d. Also, Freehold and Leasehold Estates, &c., upon liberal terms, which may be known on application at the office of the Auctioneers, Poultry-chambers, 11, Poultry, and St. Queen Victoria-street, London, E.C.

MESSRS. JOHNSON & DYMOND

beg to announce that their SALES by AUCTION of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of property of deceased and other clients.

In consequence of the frequency of their Sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1790), 3 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturdays excepted).